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Title: **Milwaukee Board of School Directors and Service Employees International Union (SEIU), AFL-CIO, Local 150 (2001)**

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HP 830205

# CONTRACT

between

**THE MILWAUKEE BOARD OF SCHOOL DIRECTORS**

and

**LOCAL 150**

**SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO**

(Food Service Managers)  
(Food Service Assistants)  
(Handicapped Children's Assistants)  
(School Nursing Associates)

1,200  
em's

**JULY 1, 2001**

to

**JUNE 30, 2003**

73 pages

1/15/03

## **MILWAUKEE BOARD OF SCHOOL DIRECTORS**

**Jeff Spence, President**

**Peter Blewett**

**Barbara Horton**

**Joe Dannecker**

**Kenneth L. Johnson**

**John S. Gardner**

**Jennifer Morales**

**Charlene Hardin**

**Lawrence J. O'Neil**

**Spence Korté, Superintendent of Schools**

**Deborah A. Ford, Director  
Division of Labor Relations**

**G. David Yaros, Labor Relations Specialist  
Division of Labor Relations**

**LOCAL 150**

**SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO**

**(Food Service Managers)**

**(Food Service Assistants)**

**(Handicapped Children's Assistants)**

**(School Nursing Associates)**

Debra Timko, President

Carmen Dickinson, Union Representative

**BARGAINING TEAM (Food Service)**

Vicki Badzinski

Betty Berg

Auguster Carter

Doris Gillespie

Barbara Hynes

Sharon Miszewski

Sharon Skare

Bonnie Williams



**BARGAINING TEAM (Handicapped Children's Assistants)**

Gloria Cooper

Sue Treiber

Carol Vian

Edna Wright

**BARGAINING TEAM (School Nursing Associates)**

Jeannie Meyer

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1 THIS AGREEMENT, made and entered into at Milwaukee, Wisconsin, pursuant to the  
2 provisions of Section 111.70, Wisconsin Statutes, by and between the Milwaukee Board  
3 of School Directors, a municipal employer, hereinafter referred to as the "Board," and  
4 Local 150, Service Employees' International Union, AFL-CIO, hereinafter referred to as  
5 the "Union," as representative of the employees (food service managers, food service  
6 manager trainees, food service assistants, handicapped children's assistants, and school  
7 nursing assistants), employed by the Board and included in the bargaining unit certified  
8 by the Wisconsin Employment Relations Commission (WERC), WITNESSETH:

9  
10 WHEREAS, both of the parties to this agreement are desirous of reaching an amicable  
11 understanding with respect to the employer-employee relationship which exists between  
12 them and to enter into a complete agreement covering rates of pay, hours of work, and  
13 conditions of employment; and

14  
15 WHEREAS, the parties acknowledge that during the negotiations which resulted in this  
16 agreement, each had the unlimited right and opportunity to make demands and proposals  
17 with respect to any subject or matter not removed by law from the area of collective  
18 bargaining, and that the understandings and agreements arrived at by the parties after the  
19 exercise of that right and opportunity are set forth in this agreement; and

20  
21 WHEREAS, it is intended that the following agreements shall be an implementation of  
22 the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative  
23 authority which devolves upon the Board and the administrative authority and  
24 responsibility of the superintendent and the Statutes of the State of Wisconsin and  
25 amendments thereto and, insofar as applicable, the administrative rules of the Department  
26 of Public Instruction and amendments thereto.

27  
28  
29 **PART I**

30  
31 **A. CONSIDERATION**

32  
33 The consideration for the execution of this binding agreement is the covenants mutually  
34 expressed herein and arrived at by the parties hereto.

35  
36 **B. CONDITIONS AND DURATION OF AGREEMENT**

37  
38 This agreement shall continue in full force and effect from July 1, 2001, to and including  
39 June 30, 2003. Salary changes shall be retroactive to the effective date of this agreement.

**PART I - SECTIONS B,C,D,E**

1 Fringe benefit language shall be effective the first day of the month following ratification  
2 and Board approval of this agreement, except where specifically stated otherwise. Newly  
3 adopted language is not retroactive unless specifically stated to be retroactive to a date  
4 certain. The Board and the Union, for the life of this agreement, each voluntarily and  
5 unqualifiedly waives the right and each agrees that the other shall not be obligated to  
6 bargain collectively with respect to any subject or matter referred to or covered in this  
7 agreement.  
8

9 **C. NEGOTIATIONS**

10  
11 Either party to this agreement may select for itself such negotiator or negotiators for the  
12 purposes of carrying on conferences and negotiations, under the provisions of Section  
13 111.70, Wisconsin Statutes, as such party may determine. No consent from either party  
14 shall be required in order to name such negotiator or negotiators, except as limited by  
15 Part II, Section B.  
16

17 **D. TIMETABLE**

18  
19 1. Conferences and negotiations shall be carried on by the parties hereto as  
20 follows:  
21

22 The Union and the Board will exchange initial proposals by April 1.  
23

24 It is agreed that the date specified in this guideline may be waived by mutual consent  
25 of the parties.  
26

27 2. The parties agree that should it become necessary, they will utilize mediation  
28 and fact finding in order to facilitate negotiations.  
29

30 3. The negotiators for the Board and the Union shall recommend to the Board and  
31 the Union, respectively, that they ratify any agreements reached in negotiations.  
32 Upon ratification, the agreement shall be reduced to writing and signed by both  
33 parties.  
34

35 **E. SUBORDINATE STATUTES, ETC.**

36  
37 This agreement shall in all respects, wherever the same may be applicable herein, be  
38 subject and subordinate to the provisions of the Wisconsin Statutes as amended and shall  
39 also be subject to the Rules of the Board as amended provided, however, that if any

1 amendment to the Rules is in conflict with any specific provision of this agreement, the  
2 agreement shall govern.  
3  
4

5 **PART II**  
6

7 **A. RECOGNITION**  
8

9 The Board recognizes the Union as the exclusive collective bargaining agent for the  
10 appropriate certified bargaining unit and as the certified representative of those employes  
11 in the bargaining unit occupying the positions and classifications as defined in the  
12 appropriate "Certification of Representatives" (food service managers, food service  
13 manager trainees, food service assistants, handicapped children's assistants, and school  
14 nursing assistants) promulgated by the WERC. The Union recognizes its responsibility to  
15 cooperate with the Board to assure maximum service at minimum cost to the public,  
16 consonant with its obligations to the employes it represents. This clause shall not be  
17 interpreted for purposes other than identifying the bargaining representative and the  
18 bargaining unit.  
19

20 **B. UNION NEGOTIATING COMMITTEE**  
21

22 The Union shall advise the Board of the names of its negotiators. The Union shall be  
23 allowed a total of not to exceed sixteen (16) hours of employe's base salary for time spent  
24 in negotiations during the regular working hours during the life of this agreement. The  
25 Union shall determine the allocation of the hours among the membership during the  
26 negotiations.  
27

28 **C. UNION SECURITY**  
29

30 1. **FAIR SHARE AGREEMENT.** All employes represented by the Union who  
31 have completed sixty (60) calendar days of service, work more than forty-eight (48)  
32 hours in a month, and are not members of the Union shall be required, as a condition  
33 of employment, to pay to the Union each month a proportionate share of the cost of  
34 the collective bargaining process and contract administration. Such charge shall be  
35 deducted from the employe's paycheck in the same manner as Union dues and shall  
36 be the same amount as the Union charges for regular dues, not including special  
37 assessments or initiation fees.  
38

**PART II - SECTION C**

1 No part of fair share money may be used to any extent in a political campaign for or  
2 against any candidate for public office.

3  
4 In consideration of this provision, the Union agrees:

5  
6 a. That no employee will be denied membership or have his/her membership  
7 terminated in the Union for reasons other than failure of the employee to tender  
8 his/her dues, initiation fee, or duly imposed fines uniformly required as a  
9 condition of acquiring or retaining membership in the Union. The Union agrees  
10 to furnish the Board a current list of employees in the bargaining unit whose  
11 applications for Union membership are denied and a list of employees whose  
12 memberships are terminated, with grounds therefore, within five (5) days after  
13 rejection or termination.

14  
15 b. The Union agrees to provide all fair share bargaining unit personnel and  
16 new employees within thirty (30) days of notification of employment a rationale  
17 for the amount of fair share dues collected and information with respect to  
18 methods for appealing the amount designated to be collected through fair share.  
19 All procedures developed will be in conformance with the requirements  
20 established in Chicago Teachers Union, Local #1 v. Hudson (475 US 292  
21 [1986]).

22  
23 c. The Union further agrees to hold the Board harmless from any damages  
24 arising out of any legal action by any employee contesting the above set forth  
25 deduction from his/her salary. The Board and the Union agree to jointly defend  
26 against any such action.

27  
28 **2. BARGAINING UNIT LISTS.** The employer will provide to the Union all  
29 bargaining unit information on a disk format to include the following information:

30  
31 a. For employees who are transferred, hired, demoted, placed on leave,  
32 terminated, quit, or retired, the employer will provide a monthly list containing  
33 their names, addresses, phone numbers, date of hire, job title and classifications,  
34 number of hours assigned, primary location of where the employee works, the  
35 type of transaction, and the effective date of the transaction. In the cases of  
36 transfers and promotions, such information will show the former and new work  
37 site location, former and new classification, and new number of hours assigned  
38 per day. Such list will be sorted by job title and classification, type of action,  
39 and alphabetic by last name (in that order).



b. A list of all bargaining unit members, including their names, addresses, phone numbers, date of hire, job titles and classifications, work site locations (school), hours assigned per day, wage rate or salary, and pension eligibility will be provided in July, October, and March. The July list will also show whether the employe is eligible for benefits, the number of total hours worked in the previous school year that would count toward health insurance eligibility under Part III, and what, if any, health, dental, life insurance the employe is taking, including the name of the plan coverage and whether single or family.

Should the Union desire a hard copy printout of the listing in b above, it shall pay to the Board all costs incurred in compiling, creating, and furnishing the same.

**3. DUES DEDUCTION AND CHECKOFF.** The Board shall provide the Union with the opportunity to have dues of members of the bargaining unit deducted from the employees' checks, where the employees so desire. Such deduction will commence two (2) pay periods after the pay period in which the request is received.

**4. BULLETIN BOARDS.** The Union shall be permitted to utilize a portion of bulletin boards in the kitchen area to post notices of meetings, notices of social events, and notices of elections. Such documents shall not contain political or religious statements or statements which would constitute a personal attack or reflect unfavorably on the school system or its employees.

**5. PRINTING THE CONTRACT.** The Board shall print the contract and provide the Union with a sufficient number of copies to equal the number of bargaining unit members, plus ten percent (10%), plus one hundred (100) copies for in-house use by the Union. The Union shall reimburse the Board for fifty percent (50%) of the cost of these copies. The total number of bargaining unit members shall be determined as of the last day of the previous contract term. For all copies in excess of this amount requested by the Union, it shall reimburse the Board at one hundred percent (100%). All proofs of the contract must be approved by both the Board and the Union before printing.

#### **D. MANAGEMENT RESPONSIBILITIES**

1. The Union recognizes the prerogative of the Board and superintendent to operate and manage its affairs in all respects, in accordance with its responsibilities.

**PART II - SECTION D**

1 All powers or authority, which the Board and superintendent have not officially  
2 abridged, delegated, or modified by this agreement, are retained by the Board and  
3 superintendent.  
4

5 2. The superintendent has the right to schedule overtime work as required in a  
6 manner most advantageous to the Board and consistent with the requirements of  
7 school employment and the public interest.  
8

9 3. It is understood by the parties that every incidental duty connected with the  
10 operations enumerated in job descriptions is not always specifically described.  
11 Nevertheless, it is intended that all such duties shall be performed by the employee.  
12

13 4. The Board and superintendent reserve the right to discipline and/or discharge.  
14 The Board and superintendent reserve the right to lay off for lack of work or funds  
15 or the occurrence of conditions beyond the control of the Board or where such  
16 continuation of work would be wasteful and unproductive. Where a layoff is  
17 required in a school, the persons with least seniority in the system at such school will  
18 be laid off first. The Board and superintendent shall have the right to determine  
19 reasonable schedules of work and to establish the methods and processes by which  
20 such work is performed, including the assignment, reassignment, and transfer of  
21 personnel, except as specifically limited by the provisions of this agreement.  
22

23 5. The Union recognizes that the Board has a statutory right and obligation in  
24 contracting for matters relating to the school system operation. The right of  
25 contracting or subcontracting is vested in the Board. The right to contract or  
26 subcontract shall not be used for the purpose or intention of undermining the Union  
27 nor to discriminate against any of its members. Upon request from the Union, the  
28 employer agrees to meet and discuss with the Union any information contained in  
29 solicitation for bids for subcontracting. Such meeting will take place within ten (10)  
30 days of request. The Board will meet with the Union to negotiate the impact of any  
31 decision to subcontract out any bargaining unit work.  
32

33 6. The Union recognizes the exclusive right of the Board and the superintendent to  
34 establish reasonable work rules. Changes in work rules may be made by the Board  
35 and the superintendent as they deem necessary, but any dispute with respect to the  
36 reasonableness of any such change may be submitted to advisory fact finding in  
37 accordance with Section 111.70 of Wisconsin Statutes, provided written notice of  
38 intent to submit is provided to the Board by the Union within forty-five (45)  
39 workdays after Board adoption of the work rule sought to be challenged.

1  
2 **E. LIMITATIONS UPON UNION ACTIVITY**  
3

4 1. No Union member or officer shall conduct Union business on Board time,  
5 except as set forth herein.  
6

7 2. No Union meeting shall be held on Board time.  
8  
9

10 **PART III**  
11

12 **SALARIES, WAGES, AND FRINGE BENEFITS**  
13

14 **A. SALARIES**  
15

16 1. The salaries of employes as developed by collective bargaining are set forth in  
17 Appendices A and B.  
18

19 2. Overtime worked by full-time employes over eight (8) hours per day or forty  
20 (40) compensated hours per week, as authorized by the director of the respective  
21 divisions, shall be compensated at the time and a half rate. The forty (40)-hour week  
22 is recognized as the standard work week for all full-time employes.  
23

24 **B. HEALTH INSURANCE**  
25

26 1. Eligibility. All employes who are regularly scheduled to work in positions of  
27 twenty (20) or more hours per week are eligible to participate in the group health  
28 insurance plans offered by the Board.  
29

30 Effective March 1, 2001, where a regularly appointed food service assistant, whose  
31 assignment is less than four (4) hours per day, but whose actual hours worked  
32 average four (4) hours or more, but not less than seven hundred seventy-five (775)  
33 hours, not including summer employment work hours, he/she shall be eligible for the  
34 single or family health insurance plan for the following work year if he/she continues  
35 in active employment as a food service assistant. Continued eligibility for health  
36 insurance will be determined annually in the above manner. The 1999-2000 school  
37 year shall be the first qualifying year.  
38

**PART III - SECTION B**

1 This provision will not serve as a basis for continuation in the health insurance plan  
2 as a retiree.

3  
4 Coverage for the new employee normally begins with the second month following  
5 acceptance of an approved application. An applicant who wishes health insurance  
6 coverage to become effective on the first day of employment may have such coverage  
7 by submitting to the Board a sum equivalent to two (2) months' payment of the  
8 premium along with an approved application.

9  
10 2. The Board shall continue to provide hospital-surgical and major medical benefits  
11 for its employees as at present, subject to the following changes:

12  
13 a. Effective November 1, 1996, surgical care program (equivalent to that in  
14 effect on June 30, 1989) not to exceed a maximum of one hundred thousand  
15 dollars (\$100,000) for any one (1) illness for employees and their dependents.

16  
17 b. Unlimited payment of diagnostic, x-ray, and laboratory charges for each  
18 covered participant per calendar year.

19  
20 c. The deductible feature of the major medical plan is fifty dollars (\$50) per  
21 individual and one hundred fifty dollars (\$150) per family. The limit on major  
22 medical is one hundred thousand dollars (\$100,000). Effective August 1, 1994,  
23 the limit on major medical shall be two hundred thousand dollars (\$200,000).

24  
25 d. Hospital coverage shall provide for a private room when ordered by a  
26 physician as a medical necessity.

27  
28 e. Except in emergencies, hospital admission will not be authorized on Friday  
29 afternoons or Saturdays. If non-emergency admission occurs on those days, the  
30 hospital charges will not be paid.

31  
32 f. The basic indemnity health insurance plan shall be modified to include the  
33 requirement that employees seek second-opinion consultation as to the  
34 advisability of inpatient, elective surgery for the fifteen (15) procedures listed  
35 below. Second-opinion consultation shall be covered at one hundred percent  
36 (100%) of the usual and customary payment allowance. For inpatient, elective  
37 surgery performed with a second-opinion consultation, the plan will provide the  
38 normal level of coverage. For inpatient, elective surgery performed without a  
39 second-opinion consultation, the plan will provide benefits of eighty percent

(80%) of the normal level of coverage. For elective surgery performed with a second-opinion consultation, the plan will provide the normal level of coverage. For elective surgery performed without a second-opinion consultation, the plan will provide benefits of eighty percent (80%) of the normal level of coverage.

Adenoidectomy/Tonsillectomy  
 Bunionectomy  
 Cholecystectomy  
 Coronary Artery Bypass  
 Hammertoe Correction  
 Hemorrhoidectomy  
 Inguinal Herniorrhaphy  
 Hysterectomy  
 Joint Replacement (Hip or Knee)  
 Mastectomy  
 Prostatectomy (Turp)  
 Submucous Resection/Septoplasty (Functional)  
 Temporomandibular Joint Repair  
 Thyroidectomy  
 Varicose Vein Surgery

g. Required Outpatient Surgery. Full health insurance coverage will be available for the medical procedures listed below when they are performed on an outpatient basis. (See also Part III, Section B[2][h], Outpatient Precertification.) Participants in the health insurance plan having any of these medical procedures performed on an inpatient basis will be responsible for charges representing the difference between the cost of the service on an inpatient and outpatient basis.

If these medical procedures are performed on an inpatient basis in conjunction with other procedures (not included on the list) requiring inpatient care, or if these medical procedures must be performed on an inpatient basis for a medical reason as determined by the participant's physician in writing, and the insurance carrier medical consultants agree, or if these medical procedures are begun on an outpatient basis and complications require subsequent inpatient care, they shall be covered in full.

Adenoidectomy/Small Tonsil Tags (Removal of adenoids or small tonsil tags)  
 Tympanotomy/Myringotomy (ear drum incision)

**PART III - SECTION B**

1 Tubal Ligation (female sterilization)  
2 Laparoscopy (examination of the abdomen via a tube)  
3 Dilation and Curettage (scraping of uterus)  
4 Hernia Repair for participant age 6 or under (rupture repair)  
5 Arthroscopy (examination of a joint via a tube)  
6 Lymph Node Biopsy/Excision (removal of lymph tissue)  
7 Gastroscopy (examination of stomach via a tube)  
8 Colonoscopy (examination of bowel via a tube)  
9 Ganglion Excision (removal of nerve mass)  
10 Cystoscopy (examination of bladder via a tube)  
11 Vasectomy (male sterilization)  
12 Breast Biopsy (removal of breast tissue for examination)  
13 Pilonidal Cystectomy - incision and draining only (incision and  
14 draining of cyst at base of spine)  
15 Fracture Care - small bones only (setting of small broken bones)  
16 Tenorrhaphy - hands and feet only (tendon repair)  
17 Circumcision (removal of foreskin)  
18 Strabismus Repair - age 12 and under only (eye muscle surgery)  
19 Wisdom Tooth Extraction (removal of impacting teeth)  
20 Cervical Biopsy/Cautery (excision or burning of tissues from neck  
21 of uterus)  
22 Epidural/Caudal Nerve Block (nerve injection for anesthesia or for  
23 relief of pain)  
24 Hardware Removal - except hip/tibia (removal of pins, screws,  
25 plates, etc.)  
26 Amputation of Digits - emergency trauma only (removal of partially  
27 severed digit)  
28 Hemorrhoidectomy - small external only (removal of piles)  
29 Hammertoe Repair (repair of deformed toes second through fifth  
30 toe)  
31 Carpal Tunnel Repair (repair of nerve on wrist)  
32

33 h. Outpatient Precertification. Effective November 1, 1994, the indemnity  
34 health insurance plan shall be modified to include the requirement that employees  
35 precertify the outpatient surgery and outpatient diagnostic procedures listed  
36 below. The employee or his/her representative must telephone the precertifying  
37 agency in advance and provide that agency with the name, address, and business  
38 phone number of the physician performing the procedure. If the employee fails  
39 to comply with the obligation stated above, only eighty percent (80%) of the

normal coverage otherwise in effect will be paid by the insurance administrator, and the employee will be required to pay twenty percent (20%) of the normal coverage up to a maximum penalty of two hundred dollars (\$200).

The above precertification requirement shall not be required when it is necessary to perform one of these procedures on an emergency basis. Emergency shall mean: services and supplies for the treatment of a sudden onset of a medical condition manifesting itself by the sudden and severe symptoms of a condition when treatment is rendered immediately after the onset of such symptoms; provided, however, that such condition as finally diagnosed was such that, in the opinion of the physician, the absence of medical attention could reasonably result in any of the following:

- 1) Permanently placing the member's health in jeopardy.
- 2) Causing other serious medical consequences.
- 3) Causing serious impairment to bodily functions.
- 4) Causing serious and permanent dysfunction of any bodily organ or part.

The interpretation of this definition shall be based on the definition per se and shall not include any prior practices or precedents.

**Outpatient Diagnostic Procedures  
Requiring Precertification:**

Cardiac Angiography  
(examination of heart via a  
tube)

Colonoscopy (examination of  
bowel via a tube)

Cystourethroscopy (examination  
of urethra or bladder via a tube)

**Outpatient Surgery Procedure  
Requiring Precertification:**

Bunionectomy (removal of  
bunion)

Carpal Tunnel (repair of  
nerve on wrist)

Cataract Removal

Dilation and Curettage  
(scraping of uterus)

**PART III - SECTION B**

1	Knee Arthroscopy (examination of	
2	of knee via a tube)	Hammertoe Repair (repair of
3		deformed toes - second
4	Laparoscopy (examination of the	through the fifth toe)
5	abdomen via a tube)	
6		Septoplasty (repair of
7	Upper GI Endoscopy (examination	nasal septum)
8	of upper intestinal tract via	
9	a tube)	Strabismus Repair (eye
10		muscle surgery)
11		
12		Tonsillectomy/Adenoidectomy
13		(removal of adenoids or
14		small tonsil tags)
15		
16		Tympanotomy (ear drum
17		incision)
18		
19	i. The allowable limit for full payment of outpatient psychological services	
20	under the health insurance plan shall be raised to three thousand five hundred	
21	dollars (\$3,500) per calendar year. Additional outpatient psychological	
22	coverage shall be provided at eighty percent (80%) under major medical.	
23	Inpatient psychiatric hospitalization under the indemnity plan shall be limited to	
24	thirty (30) days per year. If it is medically necessary to remain hospitalized for	
25	more than thirty (30) days per calendar year, any additional days up to one	
26	hundred twenty (120) days at full coverage must be pre-approved by the Board's	
27	precertification agency and are subject to binding concurrent review. Inpatient	
28	coverage beyond one hundred twenty (120) days per period of disability shall be	
29	covered by major medical at eighty percent (80%) in accordance with current	
30	provisions.	
31		
32	j. As a condition of eligibility to receive health insurance benefits, each	
33	participant (including the subscriber on his/her own behalf and on behalf of	
34	his/her dependents under the age of 18 and the subscriber's dependents over age	
35	18) agrees to execute a waiver of confidentiality to the employer which	
36	authorizes the employer to examine, for auditing purposes only, all individual	
37	claims documentation excluding treatment records and operative reports	
38	prepared by the provider.	
39		



1 Auditing procedures will be conducted in a manner which maintains the  
2 confidentiality of patient's medical record(s) and condition(s).  
3

4 k. Inpatient Precertification. All non-emergency admissions as an inpatient  
5 must be precertified. The employee must telephone the precertifying agency in  
6 advance of admission and provide that agency with the name and address of the  
7 admitting physician and the hospital of admission. If the employee fails to  
8 comply with the obligation stated above, only eighty percent (80%) of the  
9 normal coverage otherwise in effect will be paid by the insurance carrier subject  
10 to a maximum penalty of five hundred dollars (\$500) per non-emergency  
11 inpatient admission.  
12

13 l. The coordination of benefits provision for the indemnity health insurance  
14 plan for active employees shall be administered in accordance with OCI  
15 Alternative 3 (Maintenance of Benefits). The provision shall be administered in  
16 exactly the same manner it was administered by Aetna Life & Casualty  
17 Company prior to August, 1990.  
18

19 m. Preferred Provider Option  
20

21 1) Participants in the negotiated indemnity health insurance plan may  
22 voluntarily participate in the Preferred Provider Option (hereinafter referred  
23 to as the PPO) after the Milwaukee Public Schools provides them  
24 notification and an explanation of the PPO.  
25

26 2) The PPO shall be solely responsible for establishing, revising, and  
27 administering the network. Local 150-FS shall be notified of any changes  
28 in network providers within thirty (30) days of such change(s).  
29

30 3) Participants in the indemnity health insurance plan shall continue to  
31 have the option to use any provider, whether in the PPO or out of such  
32 network. Participants in the indemnity health insurance plan shall be  
33 provided with a booklet listing the doctors and hospitals which belong to  
34 the PPO. The booklet shall also be provided to new health plan participants  
35 upon enrollment and periodically to all participants as updates are prepared.  
36

37 4) All charges for health care benefits covered under the indemnity health  
38 insurance plan shall continue to be reimbursed in accordance with the  
39 MBSD/Local 150-FS contract, except that the following shall apply:

**PART III - SECTION B**

1  
2 a) Office visits to a provider who is a member of the PPO shall be  
3 provided at no cost to the participant.  
4

5 b) Admission as an inpatient (twenty-four [24] hours or more) to a  
6 hospital which does not belong to the PPO shall be subject to a one  
7 hundred dollar (\$100) deductible per admission limited to a maximum  
8 of three (3) hospital admission deductibles per single/family per  
9 calendar year. This one hundred dollar (\$100) deductible shall not  
10 apply:  
11

12 (1) To any health plan participant whose permanent residence is  
13 outside of the Milwaukee PPO service area.  
14

15 (2) When a health plan participant is readmitted to a non-network  
16 hospital within thirty (30) days of discharge.  
17

18 (3) When a health plan participant is admitted on an emergency  
19 basis to a non-network hospital.  
20

21 (4) To any health plan participant when the recommended  
22 treatment is available only at a non-network hospital as determined  
23 by the ASO administrator.  
24

25 5) Participants in the indemnity health insurance plan shall not be  
26 responsible for the precertification and/or second opinion requirements  
27 when the attending/admitting physician is a member of the PPO.  
28 Participants shall not be penalized if a network physician fails to precertify  
29 or obtain a second opinion.  
30

31 6) Participants in the indemnity health insurance plan shall not be subject  
32 to the claim filing requirements when health care services are obtained from  
33 a provider who is a member of the PPO.  
34

35 7) Participants in the indemnity health insurance plan shall be issued new  
36 identification cards to indicate eligibility for the PPO and the pharmacy  
37 management prescription drug program.  
38

1           8) Indemnity health insurance plan participants who have Medicare as  
2           their primary health coverage are not eligible to participate in the PPO.  
3

4           n. Medicare Direct shall be offered to all participants in the indemnity health  
5           insurance plan who have Medicare as their primary health coverage and who  
6           live in a state where the program is available. Participants who have Medicare  
7           as primary who live in a state where Medicare Direct is not currently available  
8           shall be offered the program when it becomes available in their state. Current  
9           participants in the indemnity health insurance plan who have Medicare as their  
10          primary health coverage shall be provided with information and authorization  
11          forms for Medicare Direct. Thereafter, participants in the indemnity health  
12          insurance plan shall be provided with information and authorization forms for  
13          Medicare Direct at the time they enroll in Medicare.  
14

15          o. A pharmacy management prescription drug program shall be made  
16          available to all participants in the indemnity health insurance plan. Prescription  
17          medications obtained from pharmacies in the network shall not be subject to the  
18          major medical deductible and shall be subject to a ten percent (10%) co-payment  
19          to the network pharmacy at the time medications are received. Participants in  
20          the indemnity health insurance plan shall be provided with a booklet listing the  
21          pharmacies which belong to the pharmacy network. The booklet shall also be  
22          provided to new health plan participants upon enrollment and periodically to all  
23          participants as updates are prepared.  
24

25          p. Effective December 1, 1998, the mail order prescription medication  
26          program offered through National Rx Services, Inc. to Union-represented  
27          employees enrolled in the indemnity/PPO health insurance plan shall be modified  
28          to require a five dollar (\$5) co-payment by employees/dependents for a ninety  
29          (90)-day supply of medication per prescription. Medication shipments shall  
30          continue to be provided at no cost to the employee/dependent.  
31

32          q. Effective December 1, 1998, the prescription medication co-payment for  
33          employees/dependents enrolled in one (1) of the negotiated HMO health plan  
34          options shall be four dollars (\$4) for up to a thirty (30)-day supply per  
35          prescription.  
36

37          r. Outpatient chemotherapy services shall be provided as a basic benefit under  
38          the provisions of the indemnity health insurance plan.  
39

**PART III - SECTION B**

s. ASO Administration of MBSD Indemnity/PPO Health Plan

1) Effective November 1, 1996, the Board's indemnity health insurance/PPO plan administrator shall be changed from Aetna Life and Casualty Company to Blue Cross & Blue Shield United of Wisconsin.

2) The indemnity health insurance/PPO benefits provided to employees/dependents under Blue Cross/Blue Shield administration shall be equivalent to or greater than the benefits provided under Aetna Life and Casualty Company administration.

3) All state of Wisconsin mandated health insurance benefits shall be included in the health insurance plan administered by Blue Cross/Blue Shield.

4) The UCR "hold harmless" provision shall be modified to include the following procedure pertaining to UCR "cutbacks." If an employee/dependent notifies Blue Cross/Blue Shield that a medical provider continues to bill the employee/dependent for the balance of a bill that exceeded the UCR level, Blue Cross/Blue Shield shall attempt to reach a resolution directly with the medical provider within forty-five (45) days after notification. If the matter is not resolved within the forty-five (45)-day period after notification by the employee/dependent, Blue Cross/Blue Shield shall assume full liability for the balance of the bill and will provide the employee/dependent with written notice that Blue Cross/Blue Shield has assumed full liability and that the employee/dependent is not liable for the balance.

No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/dependent's rights to the UCR "hold harmless" provision. However, payment by the employee/dependent of the UCR cutback will waive the employee/dependent's rights to the UCR "hold harmless" provision.

5) Medical necessity "hold harmless" procedures shall be maintained under the Blue Cross/Blue Shield administration of the indemnity health insurance/PPO plan. No agreement (or standard form) signed by or on behalf of an employee/dependent with a provider shall waive the employee/dependent's rights to the medical necessity "hold harmless" provision.

1 However, payment by the employee/dependent of the medical charges  
2 denied due to lack of medical necessity will waive the employee/dependent's  
3 rights to the medical necessity "hold harmless" provision.  
4

5 6) An employee/dependent who is under the care of an Aetna PPO  
6 network doctor on October 31, 1996, but whose doctor is not in the Blue  
7 Cross/Blue Shield network, may finish treatment or continue treatment with  
8 that doctor with benefits provided at in-network levels for a period not to  
9 exceed two (2) months.  
10

11 7) Effective November 1, 1996, at the option of the Board, the Blue  
12 Cross/Blue Shield nurseline service shall be provided to covered employees/  
13 dependents.  
14

15 8) The Board shall provide a conversion policy with benefits equivalent to  
16 those proposed by Blue Cross/Blue Shield on August 2, 1996. Premium  
17 rates shall initially be those specified by Blue Cross/Blue Shield in its  
18 conversion policy proposal made on August 2, 1996. Future premium rate  
19 increases for the conversion policy shall not be greater than increases in the  
20 medical component of the CPI.  
21

22 9) Effective no later than September 1, 1996, the Board shall direct Aetna  
23 to process out-of-network claims at eighty-five percent (85%) of HIAA +  
24 ten dollars (\$10). Further, the Board will work with Aetna to identify a  
25 reasonable method to identify and reimburse employees/dependents for UCR  
26 cutbacks on out-of-network claims which were processed between  
27 March 16, 1996, and the date on which Aetna begins processing claims at  
28 eighty-five percent (85%) HIAA + ten dollars (\$10). Said reimbursement  
29 will be based on the difference between eighty percent (80%) HIAA + ten  
30 dollars (\$10) and the eighty-five percent (85%) HIAA + ten dollars (\$10)  
31 for out-of-network claims only.  
32

33 t. Vision Care. The Board shall pay the full premium, single or family as  
34 appropriate, for participation in the Provantage Vision Management Services,  
35 Inc. (Provantage) vision plan described below:  
36

37 Participants may only obtain benefits from providers, including  
38 ophthalmologists, listed in the Provantage "Directory of Participating Vision  
39 Care Providers," as amended by Provantage from time to time.

**PART III - SECTION B**

The vision plan shall be provided on the same basis to all active employee participants in the indemnity health insurance plan and to all participants, including retirees, in any of the HMO options offered by the Board.

Benefits	Frequency	Covered Amt
Exam	Once every 12 months	Paid in full
Frame	Once every 12 months	\$30 acquisition cost (approx. \$72 frames at no cost to employee)
Standard Lenses (glass or plastic to size 58)	One pair every 12 months	Paid in full
Type:		
a. Single focus		
b. Bifocal		
c. Trifocal		
d. Lenticular		
Tints (Solid Rose 1 & 2)		
Dispensing (Professional Service)	Once every 12 months	Paid in full
Contact Lenses (in lieu of frames and lenses)	One pair every 12 months	\$100

3. Effective July 1, 1989, the Board will pay full family or single indemnity plan in effect. Effective July 1, 1991, the Board will pay ninety-five percent (95%) of either the indemnity or HMO single or family rate and the employee shall pay the remainder. Effective January 1, 1994, the employer agrees to suspend employee

1 health insurance premium contributions for active employees and those employees  
2 retiring on or after January 1, 1994. The suspension shall remain in effect until the  
3 parties voluntarily agree to terminate such suspension or until such time premium  
4 sharing is implemented in the teacher bargaining unit in which case the employee  
5 contribution will be the lesser of that contained in this section or that implemented  
6 with the teacher bargaining unit.

7  
8 4. Employee contributions toward health insurance coverage shall be made through  
9 payroll deductions.

10  
11 5. Employees shall not be entitled to duplicate coverage under any other group  
12 health insurance plan.

13  
14 6. Employees shall not receive duplicate coverage under the present policy and  
15 under Medicare.

16  
17 7. Where husband, wife, or other members of the family are employed by the  
18 Board, the Board shall only pay for one (1) family coverage.

19  
20 8. Effective September 1, 1994, any employee who elects not to enroll in, or to  
21 drop, the indemnity health insurance plan or any negotiated health maintenance  
22 organization by virtue of being covered by another employer's health plan shall  
23 receive a payment of five hundred dollars (\$500) per year prorated on a ten (10)-  
24 month basis. If a) the employee's coverage under the other employer's health plan is  
25 canceled, b) there is a reduction in the level of benefits provided by the other health  
26 plan, or c) there is an increase in the amount of premium dollars which must be paid  
27 by the employee or his/her spouse under the other health plan, the employee may  
28 enroll in the indemnity health insurance plan, single or family as appropriate, on an  
29 open enrollment basis, provided an application for health coverage is received by  
30 MPS employee benefits within thirty-one (31) calendar days after such event occurs.  
31 Such coverage shall be retroactive to the date such event occurred. Voluntary  
32 cancellation of coverage by the other employer's subscriber while continuing to be  
33 actively employed by that employer does not constitute cancellation of other  
34 insurance. These employees shall retain the right to re-enroll in the indemnity health  
35 insurance plan or any negotiated health insurance maintenance organization during  
36 the annual September open enrollment period.

37  
38 9. Employees retiring, who are at least fifty-five (55) years of age and who have  
39 been employed for fifteen (15) years by the Board shall be allowed to continue in the

**PART III - SECTIONS B,C**

1 hospital insurance group on a self-pay basis with payment for premiums to be made  
2 from deductions taken from the retiree's pension checks.

3  
4 If the employee described above has seventy percent (70%) or more of the maximum  
5 allowable full-day accumulation of sick leave (eight hundred twelve [812] or more  
6 hours), he/she shall be allowed to continue in the plan with the Board paying full  
7 premium at the rate in existence at the time of retirement. For the employees  
8 described above retiring on or after July 1, 1991, the Board shall pay ninety-five  
9 percent (95%) of the premium in existence at the time of retirement. The amount of  
10 the retiree contribution attributable to the five percent (5%) premium contribution  
11 noted in this section shall be suspended effective March 1, 1994, until such time  
12 premium sharing is implemented in the teacher bargaining unit in which case the  
13 retiree contribution will be increased by five percent (5%) or the percentage  
14 implemented with the teacher bargaining unit if less than five percent (5%).

15  
16 All half-day balances will be converted into full-day equivalents in making the  
17 seventy percent (70%) determination. In the event of the death of such retired  
18 employee, the spouse of such employee, at the time of retirement, shall be allowed to  
19 continue in the health insurance single plan with the Board paying the full or where  
20 applicable, ninety-five percent (95%) of the premium at the rate in existence at the  
21 time of retirement. If such retired employee did not have the required accumulation  
22 of sick leave, at the death of the employee, the spouse shall be allowed to continue in  
23 the single health insurance plan on a self-paid basis. Surviving spouses shall not be  
24 eligible for health insurance if otherwise covered.

25  
26 Such employees who retire prior to age sixty-five (65) shall have their health  
27 insurance premiums paid to the extent that such premiums do not exceed the amount  
28 paid prior to retirement. When the retiree attains age sixty-five (65), he/she shall  
29 receive the Medicare Carveout Plan provided that such total payment shall not  
30 exceed the total amount paid for group coverage prior to retirement.

31  
32 10. The Board will continue to pay its share of the health insurance premiums while  
33 an employee continues to receive temporary partial or temporary total disability  
34 benefits from worker's compensation.

35  
36 **C. DENTAL INSURANCE**

37  
38 **ELIGIBILITY.** All active employees who are regularly scheduled to work in positions of  
39 twenty (20) or more hours per week and who are eligible for health insurance shall be



enrolled in single or family coverage dental insurance (universal coverage). The Board shall pay 93.9 percent of the premium for employees with a family indemnity dental plan and 97.4 percent of the premium for employees for the single dental indemnity plan. The Board will pay ninety-five percent (95%) of the premium for both the family and single prepaid plan.

The schedule of dental benefits is as follows:

#### SCHEDULE OF DENTAL BENEFITS

Maximum per participant per calendar year .....	\$1,500
Deductible .....	\$25
Maximum number of deductibles per family per calendar year .....	3
	Co-Insurance %
*Diagnostic	
Diagnostic x-rays .....	80%
Oral examinations .....	80%
*Preventive .....	80%
Ancillary	
Anesthesia and injections .....	80%
Emergency palliative treatment and denture repairs/adjustments .....	80%
Restorations	
Direct Fillings (Regular) .....	80%
Indirect Fillings (Cast Restorations) .....	80%
Oral Surgery .....	80%
Endodontics .....	80%
Periodontics .....	80%

**PART III - SECTIONS C,D,E**

1	Prosthodontics .....	50%
2		
3	Orthodontics (Separate Maximum) to age 19 .....	50%
4	\$1,500 Lifetime Maximum per participant	
5		

6 \*Deductible does not apply to Diagnostic or Preventive Services.

7

8 Employees shall not be entitled to duplicate coverage under this plan.

9

10 **D. LIFE INSURANCE**

11

12 1. Upon application and after one (1) year of employment, the Board shall provide

13 life insurance for employes working twenty (20) hours per week or more in an

14 amount of coverage equal to annual earnings, excluding overtime pay, to the next

15 even thousand dollars subject to subsections (2) and (3).

16

17 2. The first fifteen thousand dollars (\$15,000) shall be paid by the Board for those

18 who qualify. For coverage exceeding fifteen thousand dollars (\$15,000), the Board

19 shall pay three dollars and sixty cents (\$3.60) per thousand per year, with the balance

20 paid by the employee.

21

22 3. For employes hired prior to July 1, 1986, the Board agrees that if an employee

23 retires at age fifty-five (55) with fifteen (15) years or more of service, such employee

24 may pay the full premium to maintain full life insurance until age sixty-five (65).

25 The insurance provides that at attainment of age sixty-five (65) and thereafter, for

26 those eligible, life insurance is provided without cost to the employee.

27

28 **E. INSURANCE**

29

30 1. In accordance with the personal property policy, the Board will reimburse

31 employes against loss or damage to personal property used in the course of

32 employment in buildings operated by the Board, arising from theft, fire, or willful

33 damage not to exceed one hundred fifty dollars (\$150) on any one (1) occurrence.

34

35 2. In the event personal property is stolen and/or damaged under conditions

36 specified in paragraph 1 of this section, during a physical assault, the personal

37 property stolen and/or damaged shall be reimbursed in an amount not to exceed three

38 hundred dollars (\$300) on any one (1) occurrence.

39

3. **AUTO VANDALISM.** The Board will provide insurance to cover malicious damage to employes' vehicles and motorcycles while parked at school during school hours and while on school business. Coverage under this provision excludes theft and any damages resulting from collision. Coverage also will not cover any towing, storage, or car rental. Coverage shall include factory or after market installed in-dash equipment. Coverage is excluded with respect to the first thirty-five dollars (\$35) in any one (1) incident.

4. Liability coverage shall be continued in the amount of five million dollars (\$5,000,000).

## F. PROTECTION OF HANDICAPPED CHILDREN'S ASSISTANTS

### 1. ASSISTANCE IN ASSAULT CASES

a. Employes shall report all cases of assault suffered by them in connection with their employment to their immediate supervisors/principals by the close of the next day worked following the occurrence on forms provided by the Board which may be obtained at the office in each school or department. Supervisors/principals shall transmit a copy of the report to the office of the superintendent or his/her designee. The superintendent or his/her designee shall acknowledge receipt of such report immediately after the report is received. In acknowledging receipt, the superintendent or his/her designee shall send a copy to the Union president.

b. If an employe who has been assaulted wishes to file a complaint against the assailant, the police shall be called immediately by the immediate supervisor/principal so that the police may properly investigate and find witnesses to the act.

c. Assault shall be defined as an intentional physical attack.

d. The office of the superintendent or his/her designee shall request the city attorney's office in all such cases to notify the employe of its readiness to assist the employe as follows:

1) By obtaining from police and/or from the immediate supervisor/principal relevant information concerning the assailant.

**PART III - SECTIONS F,G**

1                   2) By accompanying the employee in court appearances.  
2

3                   3) By acting in other appropriate ways.  
4

5                   **2. LEGAL COUNSEL**  
6

7                   a. The Board agrees to provide legal counsel to defend any employee in a civil  
8                   action arising out of an alleged assault on or by an employee which occurs in  
9                   connection with the employee's employment or any disciplinary action taken  
10                  against the student by the employee where the superintendent or his/her designee  
11                  finds that the employee acted in accordance with the school or disciplinary policy  
12                  established by the Board.  
13

14                  b. In the event the city attorney's office or the attorney of the liability  
15                  insurance carrier is unable to defend the employee, the Board agrees to provide  
16                  up to fifty dollars (\$50) per hour to aid in the defense of an employee in a civil or  
17                  criminal action in connection with the employee's employment provided such  
18                  employee is found not guilty in the criminal action, or judgement is rendered  
19                  against the other party in a civil action, or if the case is dismissed.  
20

21                  c. If the employee is ordered to the district attorney's office, a warrant has been  
22                  requested, or a complaint filed, the employee shall immediately notify the Union  
23                  president and Labor Relations. If the warrant is refused and the Board was  
24                  unable to furnish legal counsel, the Board will pay up to fifty dollars (\$50) per  
25                  hour to the employee for the attorney who defended the employee.  
26

27                  **G. SICK LEAVE**  
28

29                  **1. GENERAL PROVISIONS**  
30

31                  a. Classified employees, including part-time employees and those who are  
32                  compensated at an hourly rate, when such employees comply with the terms and  
33                  conditions set forth in these rules, may earn sick leave with full pay on the  
34                  following basis during any year: Fifteen (15) workdays for full-time employees  
35                  on a twelve (12)-month basis, twelve and one-half (12.5) workdays for full-time  
36                  employees on a ten (10)-month basis, a proportionate amount of sick leave for  
37                  employees who serve on less than a full-time basis. Bargaining unit employees  
38                  employed during the summer shall be eligible to earn and use one (1) day of sick

1 leave during the summer. If the day is not used, it will become part of their  
2 accumulated sick leave.

3  
4 b. Employees serving on a temporary basis or a provisional basis and on-call  
5 substitutes shall not be granted any sick leave allowance.

6  
7 c. An employee shall earn sick leave at the rate of .067 for each hour paid of  
8 the employee's regularly scheduled workday exclusive of overtime. The unused  
9 balance of sick leave allowance shall be accumulated to the employee's credit  
10 provided that the balance to the credit of the employee at the end of any month  
11 shall not exceed one hundred forty-five (145) workdays at full pay and  
12 accumulative thereafter to an unlimited total of workdays at half pay.  
13 Accumulations of full-pay and half-pay sick leave benefits shall be kept in  
14 separate accounts and shall not be transferable.

15  
16 d. Sick leave shall cover necessary absence from duty because of:

17  
18 1) The illness, pregnancy, or bodily injury of an employee.

19  
20 2) The exclusion from employment for quarantine because of exposure to  
21 contagious disease, as defined by the city commissioner of health.

22  
23 3) A limitation of one (1) day of absence for illness in the immediate  
24 family, without a statement from a physician generally being required, but  
25 that a statement be required from a doctor giving the nature and seriousness  
26 of the illness of the member of the immediate family and declaring the need  
27 for the employee to be with the ill member of the family, if absent for more  
28 than one (1) day. No more than five (5) days per fiscal year shall be  
29 utilized for family illness purpose.

30  
31 "Member of the immediate family" is defined as husband or wife, child,  
32 stepchild, brother, sister, parent or stepparent, wherever they may reside,  
33 or other relative living in the same dwelling unit.

34  
35 e. **REQUIRED DOCTOR'S CERTIFICATE.** Leave of three (3)  
36 consecutive days shall ordinarily be permitted without requiring the employee to  
37 submit a doctor's certificate for his/her own illness provided that the principal or  
38 the department or division head who certifies time sheets for payroll purposes  
39 has other satisfactory evidence of bona fide illness as herein above defined.

**PART III - SECTION G**

1 When any employee's leave extends beyond three (3) consecutive days, a  
2 statement from a physician, surgeon, dentist, osteopathic surgeon, chiropodist-  
3 podiatrist, osteopath, chiropractor, or psychiatrist certifying the nature and  
4 seriousness of the illness, or the certificate of an authorized and recognized  
5 Christian Science practitioner, certifying that the employee is under Christian  
6 Science treatment, shall be furnished to the principal or the department or  
7 division head and shall be filed with the time sheet. Such certification may be  
8 required for shorter terms of sick leave absence.  
9

10 f. 1) During the initial probationary period, no sick leave with pay will be  
11 allowed, however, the employee shall accrue sick leave during this period.  
12 The calendar dates for the computation for sick leave benefits shall be  
13 established by the Department of Finance.  
14

15 2) Any length of time during which an employee is on layoff, suspension,  
16 or leave of absence and any length of time not recognized by the Employees'  
17 Retirement System as accumulative of pension credit, when the employee in  
18 question is a member of the Employees' Retirement System, shall not be  
19 recognized as qualifying for sick leave or as adding to a sick leave  
20 accumulation. No sick leave shall be advanced before it is earned.  
21

22 **2. ABSENCE ON ACCOUNT OF DEATH**  
23

24 a. If explicitly reported on the time sheet, absence of a regularly appointed  
25 employee, due to the death of a spouse, parent, parent-in-law, stepparent, child,  
26 brother, sister, or stepchild shall be permitted without loss of pay for not to  
27 exceed three (3) full workdays, provided the days are used within the seven (7)  
28 consecutive workdays, starting with the day of death or funeral.  
29

30 b. In case the death of a relative, as listed in 2, a, above occurs when such  
31 relative is in the armed services of the United States, these provisions may apply  
32 to leave for the purpose of attending memorial or religious services held because  
33 of such death, without regard to the place where death occurred or to the place  
34 where services are held.  
35

36 c. Absence of one (1) workday without loss of pay, within seven (7)  
37 consecutive workdays, starting with the day of the death or funeral, shall be  
38 permitted in case of the death of a grandparent, grandchild, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, or first cousin of the employee.

d. Not more than six (6) regular appointed classified employees may be excused by their department head for one-half (.5) day without loss of pay to attend the funeral of a fellow employee.

e. Such absence shall be explicitly reported on the time record and shall not be deducted from the employee's sick leave bank.

f. An employee who is absent from work due to a, b, or c above will be required to provide bona fide proof of death and/or attendance at a funeral or memorial service.

3. **MISCELLANEOUS.** A total of not more than two (2) days per year deductible from sick leave may be taken for one (1) of the following reasons:

a. A required attendance at a court proceeding.

b. A required attendance at a legal proceeding for the purchase or sale of a home in which the employee will reside.

c. Absence due to summoning by a governmental agency, such as the Internal Revenue or the draft board.

d. Absence due to legal proceeding involving adoption of a child by the employee.

e. Absence due to the attendance at a funeral of a close friend provided, however, that this time may not be used for the death of a relative or fellow employee.

f. Absence due to travel involved in funeral attendance.

g. Where religious discipline makes it mandatory upon the employee to desist from his/her daily occupation.

h. Absence to attend the graduation of a son or daughter from high school or an institution of higher learning.

### PART III - SECTION G

i. Absence which is beyond control of the employee, such as absence due to an automobile accident on the way to work, fire, flooding, or other property damage requiring immediate attention by the employee.

j. Absence due to the attendance at the employee's wedding or the wedding of a member of the employee's immediate family.

Upon return to work, the employee will acknowledge in writing that absence was due to one (1) of the enumerated reasons and shall be required to state the reason by number. Under no circumstances, however, may these days be used for a mass withdrawal of services.

4. **SEPARATION FROM SERVICE.** The present provisions for termination of sick leave benefits, upon separation from the service, shall be continued with the stipulation that, when an employee returns to service within one (1) year of the date of separation, he/she shall be credited with any unused accumulation of full-pay or half-pay benefits.

#### 5. CONTROL OF SICK LEAVE

a. Present regulations governing the certification of sick leave on payroll time sheets, when illness absence extends beyond three (3) consecutive days, are to be applied uniformly to all classifications of Board employees in accordance with current departmental policy. Such certification may be required for shorter terms of sick leave absence as specified in Part III, Section G(1)(e).

b. The Union recognizes and supports a program of surveillance and disciplinary action in any case of misuse of leave benefits. Violation of any of the provisions relating to sick leave by any employees or making of any false report regarding illness or sick leave shall subject the employee committing such violation or making such false reports to disciplinary action by the superintendent and shall constitute a cause for discharge, suspension without pay, or demotion subject to the Board rules governing such action.

6. **SEVERANCE PAY.** Upon retirement, employees shall be paid in a lump sum for up to forty (40) accumulated full days of sick leave in excess of seventy percent (70%) of maximum full-day accumulation. Half days are not convertible for this purpose.



1  
2 **H. LEAVES OF ABSENCE**  
3

4 **1. FOR INJURY, COMPENSABLE DISEASE, OR OTHER CASUALTIES**  
5

6 a. Any employe, who in the course of his/her employment sustains a  
7 compensable injury or contracts a compensable disease under the Wisconsin  
8 Worker's Compensation Law, shall be given the option to accept sick leave  
9 benefits, as provided in Section F above. This option, which shall be in writing,  
10 may be terminated without prejudice to temporary total or temporary partial  
11 disability benefits under the Worker's Compensation Act thereafter; but in no  
12 case shall sick leave and disability benefits be allowed for the same period.  
13

14 b. Any employe, who is absent because of an injury or disease compensable  
15 under the Wisconsin Worker's Compensation Law and who selects either  
16 worker's compensation or sick leave benefits, shall be entitled to receive full  
17 salary for the first eighty (80) workdays of temporary total disability in lieu of  
18 compensation under the Worker's Compensation Law or sick leave benefits for  
19 said period. Such days of absence not to exceed eighty (80) workdays for any  
20 individual in any calendar year shall not be deducted from the sick leave credit  
21 of the employe. If the compensable injury results from an assault, the employe  
22 shall be entitled to the first year in lieu of compensation under the Worker's  
23 Compensation Law.  
24

25 c. Leaves of absence granted to classified personnel, as a result of injury or  
26 disease compensable under the Wisconsin Worker's Compensation Law, shall  
27 involve no change in increment date.  
28

29 d. Before return to work after any absences of ten (10) or more consecutive  
30 workdays, the employe may be required to pass a physical examination by a  
31 Board designated doctor, which examination must indicate he/she is physically  
32 and mentally capable of performing tasks to which he/she is ordinarily assigned.  
33

34 e. Employes receiving worker's compensation benefits, who are determined to  
35 be capable of returning to employment with temporary restrictions, shall be  
36 assigned to limited duty positions in accordance with the limited duty policy  
37 dated September 10, 1993.  
38

**PART III - SECTION H**

1 f. If the Internal Revenue Service rules that money paid in lieu of  
2 compensation is not subject to social security or taxes, the total compensation  
3 paid to the employee shall not exceed one hundred percent (100%) of net  
4 compensation previously received by the employee.  
5

6 **2. NON-PAID MATERNITY, PATERNITY, OR ADOPTION LEAVES OF**  
7 **ABSENCE**  
8

9 a. **PRENATAL LEAVE.** A prenatal leave of absence without pay may be  
10 granted for up to two (2) months prior to the expected date of birth of a child.  
11 A request for a prenatal leave of absence shall be accompanied by a doctor's  
12 statement indicating the expected date of birth.  
13

14 b. **CHILD REARING LEAVE.** A child rearing leave of absence without  
15 pay may be granted for up to three (3) full semesters.  
16

17 c. **ADOPTION LEAVE.** An employee who adopts a child may be granted a  
18 leave without pay for up to three (3) full semesters.  
19

20 **3. JURY DUTY.** Employees who are called for jury service shall receive full  
21 salary during the period of absence provided that employees shall remit to the Board  
22 an amount equal to the compensation paid to them for such jury service on  
23 workdays, excluding any supplemental payments, and attach the summons to the  
24 payroll time sheet.  
25

26 **4. ELECTION POLL WORKERS.** Employees who have been selected to work  
27 as an elected official during a general or special election, in accordance with  
28 Chapter 7.33(3) Wis. Stats., shall provide the employer with no less than twenty-one  
29 (21) calendar days advance notice of their anticipated absence from work. Upon the  
30 employer's receipt of such notice, the employee shall be granted a twenty-four (24)-  
31 hour leave of absence without pay for the specific election day. At the sole  
32 discretion of the employer, written verification of the employee's selection as an  
33 election official shall be provided to the employer.  
34

35 **5. LEGISLATIVE OR UNION LEAVE.** Upon election to full-time political or  
36 Union office, employees shall be granted leaves of absence for a length of time to  
37 concur with the term of office. Subsequent extensions of this leave shall be granted  
38 upon re-election to office or upon election to another full-time political office.  
39 However, the employee so excused shall each year, on or before the anniversary date

1 of the granting of such leave, express in writing his/her desire to remain on leave of  
2 absence and his/her desire to return to his/her previous position upon termination of  
3 his/her term of office. No increment benefits will be gained during such period of  
4 time.  
5

## 6 6. MILITARY LEAVE

7

8 a. Upon proper notification to the superintendent, employees, who, as a part of  
9 their National Guard or reserve military obligation, must attend short-term  
10 training encampments of not over seventeen (17) consecutive days during the  
11 school year shall be permitted to be absent without loss of pay provided that  
12 their pay for such training encampment is remitted to the Board.  
13

14 b. Military leave of absence and credit therefore will be granted in accordance  
15 with the following:  
16

17 1) Any employee who enters any branch of the military or naval service of  
18 the United States during times of national emergency shall be granted a  
19 leave of absence without pay for such time (not to exceed four [4] years,  
20 except as involuntarily, but honorably extended) as his/her service in said  
21 armed forces may be required by the United States Government.  
22

23 2) All such leaves of absence shall be applied for and granted in  
24 accordance with the Rules of the Board applicable to the classified  
25 employees and the following procedures.  
26

27 3) All such employees granted such leaves shall be deemed to have been in  
28 the service of the Board during such military leaves, except for pay or  
29 salary purposes, and shall be entitled to all automatic salary increments,  
30 seniority, sick leave accumulations, and other benefits and privileges, if  
31 any, provided in the rules, resolutions, and regulations of the Board that  
32 would otherwise have accrued to them during the period of such military  
33 leaves. Upon notice of return from military leave, employees shall be  
34 furnished with the necessary forms and instructions for applying for  
35 reinstatement of insurance benefits. Upon request, the employee will be  
36 supplied with a statement of accumulated sick leave including any earned  
37 while on military leave.  
38

PART III - SECTION H

1 4) Employees serving a probationary period at the time of entry into the  
2 military service shall be required, as a condition precedent to obtaining  
3 permanent status, to render actual service for six (6) months or as extended.  
4

5 5) Any employee on military leave of absence as specified above and  
6 within ninety (90) days after his/her separation from military service or the  
7 termination of hospitalization, if any, shall, upon written application, be  
8 restored to his/her position and similar assignment in the employment of the  
9 Board provided he/she shall furnish proof of discharge or separation from  
10 service under honorable conditions and be found by a physician, selected by  
11 the Board, to be in a satisfactory state of health for the performance of  
12 his/her duties.  
13

14 6) Any employee who shall not within such ninety (90)-day period make  
15 such application for restoration to his/her position shall not be entitled to be  
16 restored thereto.  
17

18 7) The Board shall, during such leave of absence, pay to the Employees'  
19 Retirement System, any sums that would have been payable by the  
20 employees of said fund by means of payroll deductions, during such leaves  
21 (not to exceed four [4] years, except as involuntarily, but honorably  
22 extended by the United States Government).  
23

24 8) When an employee takes a pre-induction or other examination and is  
25 obliged to be absent from his/her regularly assigned duties in the  
26 Milwaukee Public Schools, he/she shall be compensated for such absence  
27 for a period not to exceed two (2) days.  
28

29 9) Employees who request a military leave during times other than a  
30 national emergency shall be granted such leave for a period not to exceed  
31 four (4) years. Credit for experience on the salary schedule (increments)  
32 shall be granted for those who have been honorably discharged. However,  
33 in all other respects, military leave granted under this paragraph shall be  
34 treated as an extended leave without entitlements of pay or benefits.  
35

36 Should a period of national emergency be declared during the time that a  
37 person is on military leave under this section, all the benefits and privileges  
38 of a military leave granted during a period of national emergency shall  
39 apply to the person upon return from military leave.

1  
2 **7. PERSONAL LEAVE OF ABSENCE.** Upon request, employees may be  
3 granted personal absence of a reasonable nature, without pay, by the superintendent  
4 or his/her designee providing that adequate provisions can be made to assure  
5 continuity of services to students. An employee who fails to return from an approved  
6 leave of absence will be considered to have voluntarily resigned.

7  
8 **8. CURTAILMENT OF LEAVE.** The Department of Human Resources may  
9 curtail a leave of absence upon knowledge that the employee has violated the  
10 conditions of the leave or upon knowledge that the condition warranting approval of  
11 the leave of absence had been alleviated to permit the employee to work. An employee  
12 who fails to return from an approved leave of absence will be considered to have  
13 voluntarily resigned.

14  
15 **9. RETURN AFTER LEAVE OF ABSENCE.** Employees on leave of absence  
16 may request a return from leave, either during the term of the leave of absence or  
17 upon expiration of the leave, by making such a request prior to this requested day of  
18 return as follows:

- 19  
20 a. Handicapped children's assistants to the Department of Human Resources.  
21  
22 b. Food service personnel to School Nutrition Services.  
23

24 Upon receipt of the request and upon receipt of a notice of satisfactory health from  
25 the medical examiner of the city of Milwaukee, the employee shall be returned to  
26 his/her previous position if it's still open, otherwise they will be placed on the  
27 reinstatement list by seniority.

28  
29 **10. VIOLATION OF LEAVE OF ABSENCE PROVISIONS.** Violation of any  
30 of the provisions relating to leaves of absence by an employee or the making of a false  
31 report regarding any type of leave shall subject the employee committing such  
32 violation or making such false reports to disciplinary action by the superintendent  
33 and shall constitute a cause for discharge, suspension without pay, or demotion  
34 subject to the Board rules governing such action.

35  
36 **I. PENSIONS**

37  
38 Bargaining unit members shall be enrolled in the City of Milwaukee Employees'  
39 Retirement System and receive retirement benefits in accordance with the appropriate

**PART III - SECTIONS I,J,K,L**

ordinances of the Common Council of the city of Milwaukee and the applicable rules of the City of Milwaukee Employees' Retirement System pertaining to general city employees. The Board shall pay the employee's share of the necessary contributions.

**J. HOLIDAYS AND EXCUSED TIME**

1. Food service managers, trainees, assistants, and handicapped children's assistants are granted a holiday for each of the following days: Memorial Day, Thanksgiving Day, and the day after Thanksgiving. In order to be eligible for holiday pay, the employee must be paid for the day before and after the holiday.

2. When a holiday falls on a Sunday, it shall be celebrated on the following workday. When a holiday falls on a Saturday, it shall be celebrated on the preceding workday.

**K. VOLUNTARY PAYROLL DEDUCTIONS**

Bargaining unit members shall be eligible to participate and have payroll deductions for the following:

1. United States savings bonds.
2. Credit unions granted payroll deductions by the Board.
3. Tax sheltered annuity plans granted payroll deductions by the Board.
4. United Way.

Participation in and frequency of deductions for the above programs are subject to the specific rules governing each program.

**L. TUITION REIMBURSEMENT PROGRAM**

Bargaining unit employees working thirty (30) or more hours per week are eligible for tuition reimbursement within budgeted limits in accordance with the following:

1. Course work must be taken on the employee's own time. Attendance at all classes must be outside his/her regularly scheduled work hours as assigned.

1        2. The course chosen must be related to the improvement of the employee's ability  
2        to perform on his/her present job or to a promotional position for which MPS grants  
3        tuition reimbursement for teachers.

4  
5        3. Application must be made on the Tuition Reimbursement Application form.  
6        Application must be made prior to the completion of the course, but those whose  
7        participation in a course depends upon reimbursement should submit the request  
8        early enough to receive approval before the course begins.

9  
10       4. The employee must not receive other governmental tuition assistance for the same  
11       course of study.

12  
13       5. The employee must present evidence of the amount of tuition paid and of  
14       satisfactory completion ("C" grade or higher for graded courses; "B" grade for  
15       graduate level work) of the course of study before reimbursement will be made.

16  
17       6. Tuition reimbursement will apply to seminars and workshops subject to the  
18       approval of the immediate supervisor and Staff Development.

19  
20       Limitations:

21  
22       1. No reimbursement will be made for travel, meals, lodging, laboratory fees, or  
23       texts.

24  
25       2. Attendance at conventions and similar special programs will not be covered  
26       under this program.

27  
28       3. Applications will be considered in the order in which they are received to the  
29       extent that funds are available.

30  
31       4. Those employees voluntarily terminating their employment with the Milwaukee  
32       Public Schools within one (1) year of the completion of the courses, seminars, or  
33       workshops for which the employee received tuition reimbursement under this  
34       provision will be required to return said reimbursement to the Board in its entirety.  
35       Employees voluntarily terminating after one (1) year but less than two (2) years as  
36       prescribed above shall be required to return one-half (.5) of said reimbursement to  
37       the Board. Such reimbursement may be deducted from the employee's paycheck.  
38

**PART III - SECTIONS L, M, N**

1        5. The Board shall approve eligible applications within budget limitations of five  
2        thousand dollars (\$5,000) per year.

3  
4        6. Reimbursement shall be limited to five hundred dollars (\$500) per individual per  
5        year.

6  
7        **M. AUTO ALLOWANCE**

8  
9        1. The Board shall apply a uniform transportation policy for employees providing  
10        for their reimbursement of five dollars (\$5) per day for all authorized and reported  
11        travel. Requests for reimbursement for authorized travel shall be submitted by the  
12        employee within three (3) workdays following the pay period of the occurrence.  
13        Employees will have an option of selecting once yearly an alternative reimbursement  
14        at the government approved per mile rate for business miles. The selection for the  
15        calendar year must be made prior to November 1 of each year for the succeeding  
16        calendar year and must be continued through the entire calendar year. The flat rate  
17        will be subject to the normal determination of travel which may include a list of  
18        destinations or schools to which an employee traveled. Selection of the flat rate per  
19        mile option will necessitate the employee filing a detailed statement on forms provided  
20        by the Board of monthly destinations, times traveled, and odometer readings. When  
21        the IRS changes the allowable mileage rate, the new rate shall replace the current  
22        rate, effective the second full pay period following the date of publication.

23  
24        2. This provision applies to any employee who transports food supplies in his/her  
25        vehicle, with prior approval of School Nutrition Services; employees who participate  
26        in committee activities sponsored by School Nutrition Services; managers, food  
27        service trainees, and assistants in-charge who are required to act as witnesses at a  
28        disciplinary conference; and any other travel authorized by the administrator of  
29        School Nutrition Services.

30  
31        **N. NOTICE OF RESIGNATION**

32  
33        It is expected that adequate written notice be given to the employer when an employee is  
34        leaving the division due to resignation or retirement, etc. In cases of retirement, notice  
35        should be given at least four (4) weeks prior to the expected departure date. In the case of  
36        resignation, notice should be given at least two (2) weeks prior to the date of departure.  
37        Failure to provide such notice may result in delays in the issuing of final checks.



**O. DEPENDENT CARE ASSISTANCE PROGRAM**

The Board will offer a program for all Local 150-FS employees known as the "Dependent Care Assistance Program." The program will allow employees of Local 150-FS to apply pre-tax earnings, through Board deduction of employee funds, towards the cost of dependent care expenses. The Board will select the vendor that administers this plan.

**PART IV**

**HOURS OF WORK**

**A. REQUIRED WORKING HOURS**

1. The basic work week of food service managers and salaried handicapped children's assistants shall consist of eight (8) hours out of the calendar day and forty (40) hours in the calendar week, subject to the right of the superintendent to schedule overtime work.

2. The basic working time of all other employees in the bargaining unit will be their regularly assigned working time.

**B. REQUIRED WORK YEAR**

1. The annual work year of food service managers and food service trainees shall consist of one hundred ninety-one (191) days including paid holidays. Food service assistants shall work the days in which meals are served in the schools, or other days at the direction of the administrator of School Nutrition Services or his/her designee.

2. Effective June 30, 2001, the annual work year for school nursing associates and salaried handicapped children's assistants (HCA) shall consist of one hundred eighty-nine (189) days including paid holidays. HCA employees shall begin their work year two (2) days preceding the first student attendance day at the school. The first day of work shall consist of attendance at a site designated by central services for in-house training. The second day of work shall be at the assigned school site.

3. On all days except holidays, food service managers, trainees, and handicapped children's assistants shall report as directed to carry out duties for such day as assigned by the employer.

**PART IV - SECTION C**

**C. OVERTIME**

1. Overtime shall be defined as any hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Overtime shall be paid at a rate of time and one-half the employee's regular rate of pay.

Extra-schedule time shall be defined as time worked beyond the employee's normal schedule but which is less than eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

2. Additional Hours of Work. Employees interested in working additional hours in their assigned kitchens and who are available for work shall be offered the additional hours on a rotating seniority basis. An employee who is already scheduled to work the same hours as the scheduled additional hours shall not be considered available for additional hours of work, and this shall not be considered a decline. A decline to work the offered additional hours, for the purpose of rotation, shall be the equivalent of time worked. The employer agrees, subject to operational needs, to distribute extra schedule and additional hours as equally as possible among qualified and available employees.

3. Extra function work requiring overtime will be done on a voluntary basis.

**4. COMPENSATORY TIME**

a. In lieu of overtime earnings, as defined in Part IV, Section C(1), of this agreement, employees may receive compensatory time. Such time will be earned at time and one-half for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. Employer shall determine whether overtime is paid or compensatory time earned. Such determination shall be communicated to the employee at the time the overtime is offered and before the overtime is worked. Compensatory time earned will be recorded on the employee paycheck in the pay period it is earned. Overtime shall not be permitted to be worked by any employee without same day approval from a supervising dietitian or administrator.

b. In an emergency situation which warrants a food service manager beginning work prior to the normal starting time, the food service manager may begin

1 work one-half hour early. Same day approval is always required to work  
2 beyond the eight (8)-hour workday.

3  
4 c. The maximum number of compensatory hours that may be accrued by an  
5 employe in a calendar year is forty (40) hours. Thereafter, all time worked in  
6 excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1)  
7 week will be paid at a rate of time and one-half. Compensatory time earned  
8 between January 1 and December 31 of any calendar year must be taken by the  
9 employe by June 1 of the school year following accrual. Compensatory time not  
10 taken within the required time frame will be paid to the employe on the first  
11 payday after June 1 at the rate of time and one-half.

12  
13 d. Upon termination of employment for any reason, employees will be paid all  
14 accrued compensatory time at the higher of:

15  
16 1) The average of the employe's rate of pay for the last three (3) calendar  
17 years or,

18  
19 2) The rate of pay applicable at the time of termination or retirement.

20  
21 In the event of death of an active employe, accrued compensatory time shall be  
22 paid at the applicable rate to the employe's heirs.

23  
24 e. Employe requests for compensatory time off shall be granted, so long as  
25 honoring the request does not unduly disrupt the operations at the employe's  
26 work site.

27  
28 **D. WORKLOAD**

29  
30 Employes who believe that the workload in a particular kitchen is unreasonable may file a  
31 complaint with the administrator of School Nutrition Services. The complaint will specify  
32 the perceived reason for the problem (lack of substitutes, vacant open positions or hours,  
33 inadequate number of assigned hours, peaks in workload such as inventory, etc.), how  
34 long the problem has existed, and what is needed to correct the problem. If the complaint  
35 is not resolved to the employe's satisfaction, thereafter, the Union and School Nutrition  
36 Services may meet in an attempt to resolve the matter. The employer will not  
37 discriminate against employes for filing such complaints. The parties agree to view this  
38 procedure as a positive method for employe input in improving the work environment.  
39

**PART V - SECTIONS A,B,C,D**

**PART V**

**WORKING CONDITIONS**

**A. CITY RESIDENCY REQUIREMENTS**

Employees must maintain their residence within the corporate limits of the city during their employment.

**B. CHANGE OF ADDRESS**

Immediately upon changing his/her residence, the employee shall give written notice to the director of his/her division, who shall report the change to payroll.

**C. PROBATIONARY PERIOD**

Effective January 4, 1999, all persons certified from original or promotional eligibility lists shall be on probation for a period of one hundred twenty (120) workdays of actual service. The probation period shall not include time served as a temporary or on-call substitute, but shall date from time of certification and regular appointment from an eligible list to a regular assignment or from time of transfer or reinstatement. Upon receipt of a report from the appointing officer that he/she desires to make a probationary appointment permanent or upon completion of the probationary period without notice of discharge, the appointee shall be considered as regularly appointed to a position in the city service.

**D. DISCHARGE DURING PROBATION**

The appointing officer may discharge an employee at any time during his/her probation period, but a full statement of his/her reasons for such discharge must be filed with the employee and the City Service Commission within three (3) days of said discharge. The clause applies only to the initial probationary period or any extension thereof for food service managers.

1 **E. EVALUATIONS**

2  
3 Each permanent employe shall be evaluated at least annually during their first three (3)  
4 years of employment with the Milwaukee Public Schools. Employes shall be evaluated at  
5 least once in two (2)-year intervals thereafter.

6  
7 Performance evaluations shall be conducted in a fair and equitable manner and shall be  
8 based on standards known to employes prior to the period of time for which they are  
9 rated.

10  
11 **F. REDUCTION IN HOURS**

12  
13 The needs of various schools are dissimilar. School Nutrition Services reserves the right  
14 to reduce the hours of any and all food service assistants assigned to a school as  
15 fluctuation in enrollment and school needs dictate. This will be done on the basis of a  
16 transfer offer if available. Seniority will be considered but is not the only determining  
17 factor. This reduction may be voluntary or involuntary.

18  
19 **G. OTHER PROVISIONS**

20  
21 1. Food service employes will not be expected to transport supplies in their own  
22 cars.

23  
24 2. Food service managers and assistants will not be required to stock materials at a  
25 school kitchen storeroom of over thirty (30) pounds in weight.

26  
27 3. Food service personnel do not control entrance and dismissal of students and  
28 clearing of cafeteria tables. School Nutrition Services employes will wipe tops of  
29 tables after they have been cleared. It is not the responsibility of food service  
30 personnel to clear tables left in disarray by students.

31  
32 4. Food spills in the lunchroom outside the area of the serving line will not be the  
33 responsibility of food service personnel.

34  
35 5. Employes will not be involuntarily transferred from one school to another  
36 without just cause, except as otherwise provided in this agreement. In the event an  
37 involuntary transfer to a permanent assignment is necessary, a conference, if  
38 requested by the employe, will be held prior to implementing the transfer. The

**PART V - SECTIONS G,H**

1 employe will be notified of the scheduled conference. A representative of the Union  
2 may be present at the conference, if requested by the employe.

3  
4 6. When the employe handbook of School Nutrition Services is revised, the Union  
5 may appoint three (3) members of the revision committee.

6  
7 7. Where possible, the employer will provide employes with a safe and secure  
8 place to keep their personal belongings while at work.

9  
10 **H. LAYOFFS**

11  
12 **DEFINITION.** Layoff - a system-wide reduction in the overall number of bargaining  
13 unit employes.

14  
15 In the event of a layoff, employes in affected classifications shall be laid off on the basis  
16 of system-wide seniority providing they have the necessary qualifications.

17  
18 **1. PROCEDURE FOR LAYOFF**

19  
20 a. **REQUEST FOR QUALIFIED VOLUNTEERS.** Prior to a layoff, the  
21 administration will post a request in each kitchen/applicable school in a place  
22 where such postings would normally appear for volunteers who wish to be  
23 considered for layoff. A qualified volunteer is an employe who is employed in a  
24 position identified for reduction and/or whose position can be filled by any  
25 employe who might otherwise be laid off. All employes who volunteer for  
26 layoff and who are qualified volunteers, may be laid off first in order of  
27 seniority. Such requests are effective for one (1) school year or the duration of  
28 the layoff if less than a school year.

29  
30 b. **HANDICAPPED CHILDREN'S ASSISTANTS.** The order of layoff  
31 shall be based on system-wide seniority.

32  
33 c. **SCHOOL NUTRITION SERVICES EMPLOYES.** In the event of a  
34 layoff, substitute food service assistants and/or manager trainees shall be laid off  
35 first in order of system-wide seniority. Thereafter, if food service assistants are  
36 affected, the order of layoff shall first be based upon system-wide seniority  
37 within the affected school. In the case of food service managers, the order of  
38 layoff shall be by system-wide seniority within pay classification.

1 Employees displaced under (c) will displace the least senior employee(s) as follows:  
2 Assistant would displace the least senior food service assistant within their hour  
3 category. Assistants in-charge would displace the least senior assistant in-charge and  
4 managers would displace the least senior manager within their pay classification.  
5 Should any of the above employees be the least senior within their manager  
6 classification or assistant hour category, then they would displace the least senior  
7 employee in the next lower classification and so forth. Such displaced employees  
8 would have the same job retention rights set forth in this section. Such transfers will  
9 not constitute as a voluntary transfer.

## 10 11 2. NOTICE OF LAYOFF

12  
13 a. Advance Notice. Bargaining unit employees who have been identified for  
14 layoff shall be notified in writing at least thirty (30) calendar days prior to the  
15 layoff. If an unforeseen reduction occurs in a state of federally funded program  
16 with less than thirty (30) calendar days notice and the district decides a layoff  
17 shall result therefrom, a layoff notice will be sent at least fifteen (15) calendar  
18 days prior to layoff.

19  
20 b. Notice will be given to SEIU Local 150 at least five (5) calendar days prior  
21 to the notice to the employee listing the names, addresses, phone numbers, job  
22 titles, school assignment, regular hours assigned, seniority date, and date layoff  
23 will begin.

## 24 25 3. RIGHTS OF LAID OFF EMPLOYEES

26  
27 a. **HEALTH INSURANCE.** Employees on layoff will be treated in the same  
28 manner with respect to premium payments and insurance eligibility as employees  
29 on unpaid leaves. The employee must make arrangements to self-pay premium  
30 payments. Eligibility for coverage ceases after the 18th month of layoff.

31  
32 b. **DENTAL INSURANCE.** Employees on layoff will be treated in the same  
33 manner with respect to premium payments and insurance eligibility as employees  
34 on unpaid leaves. The employee must make arrangements to pick up premium  
35 payments. Eligibility for coverage ceases after the 18th month of layoff.

36  
37 c. **GROUP LIFE INSURANCE.** Employees on layoff will be treated in the  
38 same manner with respect to premium payments and insurance eligibility as  
39 employees on unpaid leaves. The employee must make arrangements to pick up

1 premium payments. Eligibility for coverage ceases after the 18th month of  
2 layoff. If the carrier rules limit coverage to a period of less than eighteen (18)  
3 months, these rules will apply.  
4

5 d. **ACCUMULATED SICK LEAVE.** An employe on layoff shall retain  
6 unused accumulated sick leave at the time of layoff. Upon recall, employes  
7 shall be credited with the amount of sick leave earned up to the time of layoff.  
8 Employes who retire while on layoff shall be able to use their accumulated sick  
9 leave to qualify for benefits available to employes upon retirement; e.g.,  
10 severance pay and health insurance.  
11

12 **I. RECALL RIGHTS AND PROCEDURES**  
13

14 1. **LENGTH OF RECALL RIGHTS.** Recall rights shall be extended to the  
15 employe for two (2) years from date of layoff.  
16

17 2. **ORDER OF RECALL.** The Board shall recall employes back to work to  
18 position vacancies for which they are qualified in order of system-wide seniority.  
19 Qualified under this section includes having previously been assigned to a position of  
20 equivalent or lesser classification if food service manager, handicapped children's  
21 assistant, or trainees or hour category if food service assistant since the time of initial  
22 layoff. Volunteers will be recalled in inverse order of seniority after all other  
23 employes within the manager classification or hour category have been recalled.  
24

25 3. **NOTIFICATION OF RECALL.** The notification of recall shall be sent by  
26 certified mail, return receipt requested, to the employe's address on the payroll file.  
27 It is the employe's responsibility to keep his/her address on the payroll file current  
28 by filing a change of address card with the Department of Finance. The Board shall  
29 mail to the Union a copy of each employe recall notification within one (1) workday  
30 from the date that the notification is mailed to the employe.  
31

32 4. **FAILURE TO RESPOND OR REFUSAL OF RECALL.** If an employe on  
33 layoff does not respond to the offer to be recalled within the fifteen (15) calendar  
34 days or he/she refuses to be recalled, the employe then waives any further rights as  
35 set forth under Rights of Laid Off Employes above, except those benefits which are  
36 prepaid prior to layoff. In the event that an employe is unable to report by the date  
37 contained in the notice by reason of illness, injury, or other personal emergency,  
38 he/she shall not forfeit his/her recall rights provided notice of such circumstances is  
39 given to the employer in writing within the time period that the employe is required



1 to respond to the recall notice and provided he/she notified the employer when he/she  
2 is able to be recalled.  
3

4 **5. SIGN UP FOR SUBSTITUTE LISTS.** Employees on layoff will be given  
5 priority for substitute assignments should they sign up to be placed on a substitute list  
6 while on layoff. Such priority will be extended to qualified employees on the basis of  
7 seniority.  
8

9 **6. NO NEW EMPLOYEES OR SUBSTITUTES IN VACANT POSITIONS.** No  
10 vacant positions shall be filled by a substitute or a newly hired employee while there  
11 are employees on layoff who are qualified to fill the vacant position.  
12

13 **7.** Employees offered a choice between movement to retain hours pursuant to  
14 sections above or an hour reduction will be informed of the location to which they  
15 would be required to move.  
16  
17

## 18 **PART VI**

### 19 **GRIEVANCE PROCEDURE**

#### 20 **A. PURPOSE**

21  
22 The purpose of this grievance procedure is to provide a method for quick and binding  
23 final determination of every question of interpretation and application of the provisions of  
24 this agreement, thus preventing the protracted continuation of misunderstandings which  
25 may arise from time to time concerning such questions.  
26  
27

#### 28 **B. DEFINITIONS**

29 A grievance is defined to be an issue concerning the interpretation or application of  
30 provisions of this agreement or compliance therewith provided, however, that it shall not  
31 be deemed to apply to any order, action, or directive of the superintendent or of anyone  
32 acting on their behalf, or to any action of the Board which relates or pertains to their  
33 respective duties or obligations under the provisions of the state statutes.  
34  
35  
36  
37

**PART VI - SECTIONS C,D**

**C. RESOLUTION OF GRIEVANCE**

If the grievance is not processed within the time limit at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition. Any time limit in the procedure may be extended by mutual consent.

**D. STEPS OF GRIEVANCE PROCEDURE**

Grievances shall be processed as follows:

**FIRST STEP** -- An employe shall, within five (5) workdays, submit his/her grievance directly to his/her next higher authority, but he/she may request next higher authority to send for a) a representative of the Union, or b) a fellow employe of his/her own choosing for the purpose of joint oral presentation and discussion of the grievance at a mutually convenient time. In the event a representative is brought in by the employe, a Union representative shall also be present. If the grievance is not resolved satisfactorily, it shall be reduced to writing and presented to the employe's next higher authority within five (5) workdays of the oral presentation. The next higher authority shall give a written answer within five (5) workdays of receipt of the written grievance.

The next higher authority shall advise Labor Relations in writing of his/her disposition of any grievance presented without the presence of a Union representative with copies for the department head and the Union. All written grievances shall be set forth on a form provided by Labor Relations.

**SECOND STEP** -- If the grievance is not adjusted in a manner satisfactory to the employe or the Union within five (5) workdays after the presentation and discussion, then the grievance may be set forth in writing within five (5) workdays by a representative of the Union on a form provided by Labor Relations which is signed by the grievant and presented to the department head. The department head shall, at the Union's request, set a mutually convenient time for discussion of the grievance. Such discussion should take place within ten (10) workdays of presentation of the written and signed grievance to the department head. The department head shall advise the Union in writing of his/her disposition of the grievance within five (5) workdays following the discussion with a copy of the disposition being simultaneously delivered to Labor Relations.

**THIRD STEP** -- If the written grievance is not adjusted in a manner satisfactory to the employe or the Union within five (5) workdays after the discussion with the department head, it may be presented within five (5) workdays by the Union to the superintendent or

1 his/her designee for discussion. Such discussion shall be within ten (10) workdays at a  
2 mutually convenient time fixed by the superintendent or his/her designee. The  
3 superintendent or his/her designee shall render a written disposition to the Union within  
4 ten (10) workdays from said hearing. If the grievance is not certified to the impartial  
5 referee in accordance with the impartial referee procedure within twenty (20) workdays  
6 after notification of the superintendent's or his/her designee's decision, such decision  
7 shall become final.

8  
9 **FOURTH STEP** -- The decision of the superintendent or his/her designee upon a  
10 grievance shall be subject to the impartial referee upon certification to him/her by the  
11 Union. The final decision of the impartial referee, made within the scope of his/her  
12 jurisdictional authority, shall be binding upon the parties and the employees covered by  
13 this agreement.

14  
15 **1. JURISDICTIONAL AUTHORITY.** Jurisdictional authority is limited to  
16 consideration of grievances as herein above defined. The impartial referee procedure  
17 shall be subject to the following:

18  
19 a. The certifying party shall notify the other party in writing of the  
20 certification of a grievance.

21  
22 b. The certifying party shall forward to the impartial referee a copy of the  
23 grievance and the other party's answer and also send a copy of such  
24 communication to the other party.

25  
26 c. Upon receipt of such documents, the impartial referee shall fix the time and  
27 place for a formal hearing of the issues raised in the grievance not later than  
28 thirty (30) days after receipt of such documents, unless a longer time is agreed  
29 to by the parties.

30  
31 d. Upon the fixing of a referee hearing date, the parties may arrange mutually  
32 agreeable terms for a prehearing conference to consider means of expediting the  
33 hearing by, for example, reducing the issues to writing, stipulating fact,  
34 outlining intended offers of proof, and authenticating proposed exhibits.

35  
36 e. In those cases where either party deems it necessary, it may be arranged  
37 that a transcript of the hearing be made by a qualified court reporter. The party  
38 making such arrangements shall bear the full cost thereof. The other party may  
39 purchase a copy. If the impartial referee requests that he/she be furnished with a

**PART VI - SECTION D**

1 copy, the expense of the original copy and the reporter's attendance charge shall  
2 be borne equally by the parties except as provided in 3 below.

3  
4 f. At the close of the hearing, the impartial referee shall afford the parties  
5 reasonable opportunity to submit briefs.

6  
7 g. The impartial referee shall render his/her decision as soon as possible,  
8 preferably within twenty (20) workdays.

9  
10 h. The impartial referee shall lay down the rules for orderly conduct of the  
11 hearing.

12  
13 i. In rendering a decision, the impartial referee shall be bound by the terms of  
14 the collective bargaining agreement negotiated by the parties, past practices of  
15 the parties, and cited prior arbitration rulings to which the bargaining unit was a  
16 party. The arbitrator may give consideration to controlling legal and arbitral  
17 case law and must give recognition to the principles of law relating to the  
18 interpretation of contracts followed by Wisconsin courts.

19  
20 j. The expenses of the impartial referee shall be borne equally by the parties,  
21 except that the party requesting reconsideration or rehearing shall bear the full  
22 expenses of the impartial referee incurred in such reconsideration or rehearing  
23 except as provided in 3 below.

24  
25 **2. APPOINTMENT OF IMPARTIAL REFEREE.** Impartial referee shall be  
26 selected as follows:

27  
28 a. If the parties are unable to agree upon the selection of an impartial referee  
29 within two (2) weeks after desired certification of a grievance, either party may  
30 initiate a request to the WERC to submit to them a list of names of five (5)  
31 persons suitable for selection as impartial referee.

32  
33 b. The parties shall strike a name alternately, beginning with the Union, until  
34 one (1) name remains. Such remaining person shall act as impartial referee. In  
35 subsequent selections, the parties will alternate the first choice to strike a name.

36  
37 **3. PAYMENT OF ARBITRATION COSTS.** During each year of the contract,  
38 the Board shall pay the cost of the impartial referee's fees plus one (1) transcript for  
39 the Union and one (1) transcript for the Board for up to two (2) arbitrations.

1  
2 **E. PRESENCE OF GRIEVANT**  
3

4 1. The person taking the action may be present at every step of the procedure and  
5 shall be present at the request of the Union, the superintendent, his/her designee, or  
6 the department head, as the case may be.  
7

8 2. Grievances at the second step and grievances at the third step may be processed  
9 during the day at the grievant's school. If impossible to schedule a meeting at the  
10 grievant's school, the employee may be released without loss of pay to meet with the  
11 appropriate party. Every effort shall be made to not absent an employee from his/her  
12 work.  
13

14 3. The employer will recognize stewards selected by the Union to represent  
15 employees with their grievances, discipline, and other matters of contract enforcement  
16 after receiving notification from the Union of the names of such stewards.  
17

18 **F. GROUP GRIEVANCE**  
19

20 In order to prevent the filing of a multiplicity of grievances on the same question of  
21 interpretation or compliance, where the grievance covers a question common to a number  
22 of employees, it shall be processed as a single grievance, commencing with the party  
23 having jurisdictional authority thereof. Any group grievance shall set forth thereon the  
24 names of the persons or the group and the title and specific assignments of the people  
25 covered by the group grievance.  
26

27 **G. PROCEDURE FOR GRIEVANCES WHICH ARE NOT UNDER THE**  
28 **JURISDICTION OF FIRST AUTHORITY**  
29

30 Any grievance, based upon action of authority higher than the first higher authority, shall  
31 be initiated directly with the person having such jurisdiction of the matter.  
32

33 **H. DISCIPLINARY MATTERS**  
34

35 1. Any regularly appointed employee who is reduced in status, suspended, removed,  
36 or discharged may, within five (5) workdays after receipt of such action, file a  
37 grievance as to the just cause of the discharge, suspension, or discipline imposed  
38 upon him/her.  
39

**PART VIII - SECTIONS A, B**

3. Any employee who is requested by the employer to attend a meeting that could result in disciplinary action will be advised of the purpose of such meeting and asked if they wish to have a Union representative present.

## NO STRIKE CLAUSE

## BASIS FOR AGREEMENT

The Board hereby and herewith covenants, agrees, and represents to the Union that it is duly authorized and empowered to covenant for, and on behalf of, the Board and

**PART VIII - SECTIONS B,C,D,E**  
**PART IX**

1 represents that it will faithfully and diligently abide by, and be strictly bound to, all of the  
2 provisions of this agreement as herein set forth.

3  
4 **C. AID TO CONSTRUCTION OF THE PROVISIONS OF THE AGREEMENT**

5  
6 It is intended by the parties hereto that the provisions of this agreement shall be in  
7 harmony with the duties, obligations, and responsibilities which by law devolve upon the  
8 Board and the superintendent; and these provisions shall be applied in such manner as to  
9 preclude a construction thereof which will result in an unlawful delegation of powers  
10 unilaterally devolving upon the Board and the superintendent.

11  
12 **D. SAVING CLAUSE**

13  
14 If any part or section of this agreement or any addendum thereto should be held invalid by  
15 operation of law or by tribunal of competent jurisdiction, or if compliance with, or  
16 enforcement of, any part or section should be restrained by such tribunal, the remainder  
17 of this agreement and addenda shall not be affected thereby; and the parties shall enter  
18 into immediate collective bargaining negotiations for the purpose of arriving at a mutually  
19 satisfactory replacement for such part or section.

20  
21 **E. ENTIRE AGREEMENT**

22  
23 The foregoing constitutes an entire agreement between the parties, and no verbal  
24 statement shall supersede any of its provisions.

25  
26 Dated at Milwaukee, Wisconsin, this 30th day of May, 2002.

27  
28  
29 **PART IX**

30  
31 **LOCAL SCHOOL GOVERNANCE**

32  
33 The Union will work with the Board on resolving issues of concern pertaining to local  
34 school governance. In so doing, the Union does not waive any rights with respect to  
35 negotiations over changes in conditions of employment. The Board agrees to negotiate  
36 with the Union over any changes in conditions of employment for which it has an  
37 obligation to bargain. In addition, the parties agree to the following:  
38

## **PART IX**

1        1. Where Local 150 personnel are not included in the school's local school  
2        governance council, copies of the minutes of such meetings, if written minutes are  
3        kept, will be given in hard copy to Local 150 upon request or provided by e-mail to  
4        Local 150, SEIU, upon request.

5  
6        2. Local school governance councils will not make decisions related to wages,  
7        hours, and/or conditions of employment covered by collective bargaining. If as a  
8        result of these local school governance meetings, there is a proposed change to a  
9        matter which is related to wages, hours, or conditions of employment, then the  
10       proposed changes or impact of the changes will be submitted to the Union for  
11       negotiations.

12  
13  
14



## APPENDIX A

## Food Service Personnel

## UNDERFILLING

Vacant positions may be underfilled with lower level personnel in the event all personnel on the appropriate City Service eligibility list refuse the assignment. If this occurs, personnel filling positions one (1) level below that of the vacancy shall be offered the vacancy. If these personnel refuse the assignment, personnel on the eligibility list one (1) level below that of the vacancy shall be offered the vacancy. This procedure shall be used at succeeding lower levels until the position is filled. When underfilling a position, the trainee shall receive the pay of manager I or one (1) increment pay, whichever is greater, after four (4) weeks in this managerial position until manager returns.

Positions reclassified may be underfilled by the incumbent.

## PROMOTION AND RECLASSIFICATION

All school/central kitchen managers underfilling positions may progress in that school by meeting the requirements of the higher level classification. Any manager successfully underfilling a higher level manager position may be permitted to take the exam for the next higher position prior to the completion of the probationary period. Promotion will in all cases be effective only after the applicant has met the service requirements for the position and received recommendation for promotion by the administrator of School Nutrition Services. Personnel satisfactorily underfilling positions may not be displaced by personnel on a higher level eligibility list. This language is not to be construed to limit the superintendent's right to assign, reassign, and transfer employees, nor his/her right to discipline or discharge employees.

Personnel promoted shall receive one (1) increment of the pay range to which they are being promoted or the minimum of that range, whichever resultant salary is greater.

Promotions, transfers, and shift changes will be determined on the basis of the competing employee's knowledge, skill, and ability. Where these factors are relatively equal, seniority shall be the determining factor.

Personnel filling positions which are reclassified downward shall have their salary reduced one (1) increment of the pay range in which they are currently allocated or the

## APPENDIX A

maximum of the new pay range, whichever resultant salary is less. Personnel filling positions which are reclassified downward shall be offered the next vacancy at their previous classification.

The criteria for the food service managers series is as follows:

Classification	Average Lunches Served
Food Service Manager I	1 -- 300
Food Service Manager II	301 -- 450
Food Service Manager III	451 -- 600
Food Service Manager IV	601 -- 800
Food Service Manager V	801 -- 1100
Food Service Manager VI	1101 -- 1500
Food Service Manager VII	1501 -- 2100

Effective July 1, 2000, the criteria for the school kitchen and central kitchen managers series is as follows:

School Kitchen Manager Team	
School Kitchen Manager I	1 -- 450
School Kitchen Manager II	451 -- 800
School Kitchen Manager III	800 -- up

Effective with the ratification of this contract, the following central kitchen classification language shall apply:

Central Kitchen Manager I\*  
Central Kitchen Manager II\*\*

\*To qualify for the central kitchen manager I level, there must be up to 499 off site meals prepared AND a total meals prepared count of at least 801.

\*\*To qualify for the central kitchen manager II level, there must be five hundred (500) or more off site meals prepared AND a total meals prepared count of at least one thousand one hundred (1,100).

For the term of this contract, no central kitchen manager I currently not meeting the above guidelines shall be adversely affected by the implementation of this language.

School classifications are normally established for a school year based on the number of lunches served between October 1 and February 28 of the preceding school year. Effective July 1, 1993, breakfasts shall be counted as one (1) lunch for every two (2) breakfasts served.

Effective upon ratification of the 1999-2001 contract, ala carte income shall be counted as one (1) lunch meal equivalent for every three dollars and twenty-five cents (\$3.25) in ala carte sales.

### SALARY SCHEDULE

(Food Service Managers and Food Service Assistants)

BIWEEKLY July 1, 2001 to June 30, 2002

	Minimum	Maximum	Increment
#School Kitchen Manager I*	\$ 770.91	\$ 1061.95	\$ 38.00
#School Kitchen Manager II	865.34	1192.66	38.00
#School Kitchen Manager III	989.36	1482.18	45.55
#Central Kitchen Manager I	937.12	1270.36	45.55
#Central Kitchen Manager II	1068.00	1609.27	45.55
Hourly			
Food Service Assistants	9.20	10.93	.33
On-call Substitutes	9.20	10.93	
Food Service Trainees	9.89	10.93	.33

\*Food service trainees at top hourly rate will begin at second step of school kitchen manager I range.

### APPLICATION

# Individual rates and increments shall be increased by three percent (3.0%) effective July 1, 2001. Increases shall be without regard to regular service anniversary increments.

## APPENDIX A

Effective with the pay period following ratification of this agreement, the salary of the central kitchen manager I shall be made equal to the salary paid to a school kitchen manager III.

### BIWEEKLY July 1, 2002 to June 30, 2003

	Minimum	Maximum	Increment
#School Kitchen Manager I*	\$ 794.04	\$ 1093.81	\$ 39.14
#School Kitchen Manager II	891.30	1228.44	39.14
#School Kitchen Manager III	1019.04	1526.65	46.92
#Central Kitchen Manager I	1019.04	1526.65	46.92
#Central Kitchen Manager II	1100.04	1657.55	46.92
Hourly			
Food Service Assistants	9.48	11.26	.34
On-call Substitutes	9.48	11.26	
Food Service Trainees	10.19	11.26	.34

\*Food service trainees at top hourly rate will begin at second step of school kitchen manager I range.

### APPLICATION

# Individual rates and increments shall be increased by three percent (3.0%) effective July 1, 2002. Increases shall be without regard to regular service anniversary increments.

### EMPLOYEE ORIENTATION

The Union shall be provided one week notice of orientation meetings held for new food service employees. The notice shall contain the time, date, and place of the orientation and contain a list of the invitees. The Union will be given time at the conclusion of the orientation to explain the bargaining agreement and familiarize employees with their wages, benefits, and working conditions.

## DISTRIBUTION OF HOURS

**FLOATING TIME.** Subject to operational needs, the employer agrees to distribute floating time as evenly as possible among qualified employees. Employees may be disqualified from receiving floating time for just cause. If this determination is made, the employer will notify the employee of such disqualification, stating the reasons and time period for which the disqualification will take effect. The employee will be informed of what he/she must demonstrate in order to requalify for floating time.

## WORK BREAKS

Unless operational needs prevent it, food service assistants scheduled to work at least four (4) hours in a day will be provided a ten (10)-minute paid work break which shall not be accumulated. Such work break(s) shall be scheduled by the school or central kitchen manager/food service assistant in-charge in such way as to ensure adequate support in operations.

## SERVICE INCREMENT

After the first seven hundred (700) hours of service, an increment will be given. Hours are accumulated from the first day of service. After an additional seven hundred (700) hours, another increment shall be given. Additional increments shall be given for additional periods of service of one thousand four hundred (1,400) hours until the maximum of the range is reached.

## REPORTING PAY

In the event that an employee reports to work at the direction of the administrator of School Nutrition Services and through no fault of his/her own is released from work, he/she shall be guaranteed two (2) hours of pay if a food service assistant and four (4) hours of pay if a food service manager.

## UNIFORM ALLOWANCE

Effective July 1, 2000, an annual uniform allowance in an amount shown below will be paid to regular salaried and hourly food service managers, food service assistants, and trainees for the purchase of two (2) uniforms. Those regularly assigned six (6) months prior to March 1 of the year in which granted are eligible.

## APPENDIX A

1 School Nutrition Services uniforms are to be purchased by the employee annually, as  
2 specified by School Nutrition Services. Employees are required to provide their own  
3 white cloth aprons.

4  
5 \$150

### 6 7 EVALUATIONS

8  
9 Upon request, food service employees shall be provided with a copy of their evaluations.

### 10 11 JOB POSTING

12  
13 All four (4)-hour and above position vacancies will be posted at all schools for a period of  
14 seven (7) calendar days. The posting shall contain the job title, hours normally scheduled  
15 per day, school name and location, procedure for submitting application, and date posting  
16 period begins and ends.

### 17 18 JOB POSTING PROCEDURES

- 19  
20 1. Applicants for positions of four (4) hours or more will be selected on basis of  
21 knowledge, skill, ability, and job attendance. Where these factors are relatively  
22 equal, seniority will be the determining factor.
- 23  
24 2. All original permanent vacancies of four (4) or more hours will be posted in all  
25 kitchens within the district. "Original" is defined as the initial vacancy at the school  
26 which lead to the posting.
- 27  
28 3. All food service employees wishing promotion or transfer to the posted school  
29 may apply for the posted position. Such applications will also be considered for any  
30 other position at the posted school that becomes vacant as a result of the filling of the  
31 posted position. However, applicants will be allowed to refuse an offer for less  
32 hours than the original position.
- 33  
34 4. Where any vacancy at the original posted school is filled by an applicant from  
35 another school, the employer will post the vacancy at the other school and solicit new  
36 applications for the vacancy in accordance with the procedure set forth in  
37 paragraph 3. All other applications for the vacancies at the first school will be  
38 considered null and void.
- 39

5. Each posting will contain the following statement to employees:

This posting will cover the original vacancy and any and all other openings that occur at this school as a result of filling the original vacancy. Selection of applicants for vacancies occurring at the posted school will be made from the pool of applicants for the original posted position. Where a vacancy is filled with someone from another school, the resulting vacancy created at the other school will be posted in accordance with the foregoing procedure.

It is therefore important for all employees interested in any promotion or transfer to a posted school to sign up each time a position is posted at that school for hours equal to or greater than the employee's assigned hours. Employees will be given the opportunity to refuse any position of less hours than the one posted.

6. Each kitchen will be given a copy of this memorandum for posting and employees shall sign an acknowledgement that they have reviewed the memorandum.

7. When, during the school year a kitchen is upgraded to central kitchen status, the employer shall designate the existing kitchen manager who shall serve as the interim central kitchen manager for the balance of the school year. The position of interim central kitchen manager shall not extend beyond the school year in which it arose. Should the affected kitchen retain central kitchen status at the start of the next school year, the position of central kitchen manager will then be deemed to be an original, permanent vacancy, subject to the posting requirements of this provision.

Time spent in the position of interim central kitchen manager will have no bearing on future promotion to kitchen manager positions. Knowledge, skills, and abilities, excluding interim central kitchen manager experience, shall continue to be factors taken into consideration for promotional purposes. Where these factors are relatively equal, seniority shall be the determining factor.

When a kitchen is designated as a central kitchen and has no manager, the position shall be posted.

### FOOD SERVICE ASSISTANT IN-CHARGE

Effective January 4, 1999, in the event a food service manager is absent or in the instance where no food service manager or food service manager trainee has been assigned to a school kitchen, the employer will designate a food service assistant to be in charge of the

## APPENDIX A

1 kitchen. The designated food service assistant in-charge shall receive an additional thirty-  
2 five cents (35¢) per hour for each hour of such assignment.

### OVERFILLING

3  
4  
5  
6 School/central kitchen managers who are involuntarily reclassified to a school that is a  
7 lower classification shall be red circled after receiving a ten percent (10%) reduction in  
8 pay.

9  
10 In the event the ten percent (10%) reduction will place them below the maximum rate for  
11 the lower classification, then they will receive the maximum rate.

### SUMMER EMPLOYMENT

12  
13  
14  
15 1. Where the Board conducts a summer food service program that requires the use  
16 of kitchen personnel, regular school year food service employees shall be eligible for  
17 employment and considered first in such program.

18  
19 2. By April 20, School Nutrition Services shall post all positions for the summer  
20 food service program. Such posting shall list vacancies as either food service  
21 manager or food service assistant. By May 1, employees who desire summer  
22 employment shall make written application to School Nutrition Services for such  
23 positions.

24  
25 3. Applicants for summer employment must have successfully completed three (3)  
26 consecutive years of employment within the past five (5) years in the classification  
27 for which they are applying. "Successfully completed" means having received three  
28 (3) satisfactory evaluations. Selection from among qualified applicants shall be on  
29 the basis of seniority. Employees shall be eligible to work up to two (2) consecutive  
30 years in the summer food service program. After this period, other eligible  
31 employees shall be given employment priority for the following two (2)-year period.

32  
33 4. Employees selected to work the summer food service program will be paid at  
34 their individual hourly rates.

35  
36 5. Employees selected to work the summer food service program must be available  
37 for all work dates during the summer program. Employees may use up to the total  
38 number of sick leave hours earned during the summer, in accordance with Part III,  
39 Section G, of the agreement.



6. Employees with more than two (2) absences, excluding absences for jury duty, funeral leave, or approved emergency leave, will be replaced. An employee with an unexcused absence forfeits the right to be employed the following summer in which he/she would be eligible for employment.

### LUNCH APPLICATION OFFICE

1. Employee selection to staff the lunch application office (LAO) shall be determined on the basis of the employee's exhibited knowledge, skills, and ability as they relate to the requirements of the appointment. Where the knowledge, skills, and ability of interested employees are relatively equal, seniority shall be the determining factor.

2. Employees shall be eligible to work up to two (2) consecutive years in the LAO. After this period, other qualified employees shall be given employment priority for the following two (2)-year period.

3. Employees selected to work in the LAO will not be eligible to work in the summer food service program in the current or following year.

4. Employees selected to work the LAO assignment will be paid at their individual hourly rates.

5. Employees with more than two (2) absences, excluding jury duty, funeral leave, or approved emergency leave, will be replaced. An employee with an unexcused absence forfeits the right to be employed the following year in which he/she would be eligible for LAO assignment.

**APPENDIX B**

**APPENDIX B**

**Handicapped Children's Assistants  
School Nursing Associates**

**SALARY SCHEDULE**

**July 1, 2001 to June 30, 2002**

			<b>Minimum</b>	<b>Maximum</b>	<b>Increment</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12	Hndcp Chldrn Asst-8 Hr	Ann	\$ 18,271.05	\$ 21,487.62	\$ 641.13
13		Biwk	870.05	1,023.22	30.53
14					
15	Hndcp Chldrn Asst-6 Hr	Ann	13,703.34	16,115.82	481.11
16		Biwk	652.54	767.42	22.91
17					
18	Hndcp Chldrn Asst-7 Hr	Ann	15,987.09	18,801.72	560.91
19		Biwk	761.29	895.32	26.71
20					
21	Hc Asst-Ortho Sch-8 Hr	Ann	18,912.39	22,128.75	641.13
22		Biwk	900.59	1,053.75	30.53
23					
24	Hc Asst-Ortho Sch-6 Hr	Ann	14,184.24	16,596.93	481.11
25		Biwk	675.44	790.33	22.91
26					
27	Hc Asst-Ortho Sch-7 Hr	Ann	16,548.42	19,362.84	561.12
28		Biwk	788.02	922.04	26.72
29					
30	Sch Nurs Assoc-Head St	Ann	26,370.12	33,559.47	1,069.53
31		Biwk	1,255.72	1,598.07	50.93
32					
33	Sch Nursing Assoc-6 Hr	Ann	19,777.38	25,169.76	801.99
34		Biwk	941.78	1,198.56	38.19
35					
36	Sch Nursing Assoc-7 Hr	Ann	23,073.75	29,364.51	936.18
37		Biwk	1,098.75	1,398.31	44.58
38					

1 Hndcp Chldrn Asst-Hrly Hrly 9.45 11.37 .33

## APPLICATION

5 Individual rates and increments shall be increased by three percent (3.0%), effective  
6 July 1, 2001. Increments shall be without regard to regular service anniversary  
7 increments.

10 July 1, 2002 to June 30, 2003

		Minimum	Maximum	Increment
14 Hndcp Chldrn Asst-8 Hr	Ann	\$ 18,819.15	\$ 22,132.32	\$ 660.45
	Biwk	896.15	1,053.92	31.45
17 Hndcp Chldrn Asst-6 Hr	Ann	14,114.52	16,599.24	495.60
	Biwk	672.12	790.44	23.60
20 Hndcp Chldrn Asst-7 Hr	Ann	16,466.73	19,365.78	577.71
	Biwk	784.13	922.18	27.51
23 Hc Asst-Ortho Sch-8 Hr	Ann	19,479.81	22,792.56	660.45
	Biwk	927.61	1,085.36	31.45
26 Hc Asst-Ortho Sch-6 Hr	Ann	14,609.70	17,094.84	495.60
	Biwk	695.70	814.04	23.60
29 Hc Asst-Ortho Sch-7 Hr	Ann	17,044.86	19,943.70	577.92
	Biwk	811.66	949.70	27.52
32 Sch Nurs Assoc-Head St	Ann	27,161.19	34,566.21	1,101.66
	Biwk	1,293.39	1,646.01	52.46
35 Sch Nursing Assoc-6 Hr	Ann	20,370.63	25,924.92	826.14
	Biwk	970.03	1,234.52	39.34

## APPENDIX B

1	Sch Nursing Assoc-7 Hr	Ann	23,765.91	30,245.46	964.32.
2		Biwk	1,131.71	1,440.26	45.92
3					
4	Hndcp Chldrn Asst-Hrly	Hrly	9.73	11.71	.34
5					

### APPLICATION

8 Individual rates and increments shall be increased by three percent (3.0%), effective  
9 July 1, 2002. Increments shall be without regard to regular service anniversary  
10 increments.

### TRANSFERS

14 1. Employees who desire to transfer to another building(s) and/or a position of  
15 different hours at a different building shall submit a transfer request to the  
16 Department of Human Resources. Transfers shall be considered after employees  
17 returning from leave or layoff have been assigned.

19 a. Transfer requests may be submitted at any time. However, any request  
20 received by close of business May 31 will only be considered for the school year  
21 in which it was submitted.

23 b. Transfer requests received on or after June 1 will be considered only for the  
24 upcoming school year.

26 2. Employees who transfer voluntarily may not transfer again for a period of one (1)  
27 school year.

29 3. Transfer requests shall be valid for a period of one (1) school year.

31 4. Transfers shall be administered in accordance with system-wide seniority.

### SERVICE INCREMENT

#### Substitutes

34 After the first seven hundred (700) hours of service, an increment will be given.  
35 After an additional seven hundred (700) hours, another increment shall be given.

Additional increments shall be given for additional periods of service of one thousand four hundred (1,400) hours until the maximum of the range is reached.

#### Regularly Assigned

Increments for regularly assigned employees shall be granted annually, on the employee's anniversary date, until the maximum of the range is reached.

All increments, for substitutes and regularly assigned, are effective the first full pay period following the pay period in which the increment hours are achieved or in which the anniversary date falls, respectively.

#### REPORTING PAY

In the event an employee reports to work at the direction of his/her supervisor and through no fault of his/her own is released from work, he/she shall be guaranteed two (2) hours of pay if an hourly employee and four (4) hours of pay if a salaried employee.

#### UNIFORM ALLOWANCE

An annual uniform allowance in an amount shown below will be paid to regular salaried and hourly employees for the purchase of uniforms. Those regularly assigned six (6) months prior to March 1 of the year in which granted are eligible.

\$140

Employees receiving the uniform allowance are required to purchase either a smock, lab coat, or scrub top and have the same available for use at the work site.

#### EVALUATIONS

1. Employees shall be shown their evaluations by May 30 of each year.
2. A copy of the evaluation shall be provided upon request of the employee.

#### HEALTH AND SAFETY

1. If employees have justifiable reason to believe that their safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, they

## APPENDIX B

1 shall inform the principal or program administrator who shall have the responsibility  
2 to determine what action, if any, should be taken.  
3

4 2. The Board shall provide employees with disinfectants, gloves, disinfecting hand  
5 soap, and masks at each work site where such materials are needed for maintaining a  
6 safe and healthy work environment.  
7

8 3. The Board shall take the following steps to safeguard employees against  
9 communicable diseases:  
10

11 a. Employees shall be notified if any child in the building is known to be a  
12 carrier of a communicable disease. Such notification shall be limited to the  
13 extent permitted by confidentiality of medical records.  
14

15 b. The Board will provide appropriate supplies and a description of proper  
16 procedures for dealing with students with communicable diseases.  
17

18 c. Employees who request to be tested to determine the presence of  
19 communicable disease antibodies in their blood should, upon individual request,  
20 receive such testing at Board expense.  
21

22 d. Employees who are at a heightened risk shall be afforded the opportunity, on  
23 a voluntary basis, to be reassigned from contact with students known to have a  
24 communicable disease which pose a health threat to them.  
25